Dec 15 - Postponed

Dec 22 - Reversed & Remanded

SUPREME COURT OF THE UNITED STATES.

No. 241. 450 [illegible]

JAMES BROWN, COMPLAINANT AND APPELLANT,

v.

EUGENIA P. BASS.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

G. S. GIDEON, Printer, No. 511 Ninth Street, Washington, D. C.

1784

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In Chancery.

JAMES BROWN
v.
EUGENIA P. BASS.

Pleas before the Honorable Samuel J. Gholson, District Judge of the United States, at a Circuit Court of the United States, in and for the Ninth Circuit and Southern District of Mississippi, held at the city of Jackson, in said District, on Monday the twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty, the same having been adjourned from the first Monday of May, in the said year, being the regular day appointed by law for commencing said court at Jackson, by an order of the Honorable Samuel J. Gholson, made and entered on the minutes of said court on said first Monday of May, in the year of our Lord one thousand eight hundred and sixty.

Be it remembered, that heretofore, to wit, on the twenty-second day of March, A. D. 1855, the complainant by his solicitor (H. S. Eustes), filed his bill of complaint herein, against Council R. Bass and Eugenia P. Bass, his wife, defendants, in the words and figures following, to wit:

Bill of Complaint.

United States of America, Southern District of Mississippi, Circuit Court United States, to May Term, 1855.

To the Judges of the Circuit Court of the United States for the Southern District of Mississippi.

James Brown, of the city of New York, and a citizen of the State of New York, brings this his bill against Eugenia P. Bass and Council R. Bass, her husband, of Washington county, citizen of the State of Mississippi.

And thereupon your orator complains, and says: That on or about the 22d November, 1851, the said defendants said Council, signing his name C. R. Bass, executed and delivered to your orator their two promissory notes of that date, the first of said notes payable on the fifteenth day of January, eighteen hundred and fifty-four, for the sum of seventeen hundred and eight $\frac{88}{100}$ dollars, the other payable on the fifteenth day of January, eighteen hundred and fifty-five, for the sum of seventeen hundred and ninety-eight $\frac{18}{100}$ dollars, and both payable at the office of Wright, Williams & Co., in

New Orleans, for value received. That on or about the date of said notes, to receive payment of the same to your orator, said defendants executed and delivered to your orator a deed of mortgage, and thereby conveyed in mortgage to your orator the following described land, situate, lying, and being in the county of Washington (in the State of Mississippi), on the Mississippi river, adjoining the town of Princeton, being lots one and two of section seven, and lots three, four, five, six, seven, and eight of section six, section twenty-two, lots three, four, and five of section twenty-three, all in township fourteen, range nine west, containing seventeen hundred acres, more or less, composing the farm, residence, and plantation on which the said Eugenia P. Bass and her said husband then resided, and on which they now reside, which tract of land the said Eugenia holds and claims as her separate and individual property.

That said deed of mortgage is subject to a proviso, that, whereas the said Council R. Bass being heretofore indebted to the Bank of Mississippi in divers large debts, did, on the 23d day of March, A. D. 1840, convey in mortgage to said bank the before described lands, to secure the payment of certain debts thereon, named and described, which mortgage was duly admitted to record in the office of the Probate Court of said county of Washington, and he being sued by said bank, per Charles A. Lacoste, receiver, as well upon said mortgage to foreclose the equity of redemption of the said Council R. Bass, in and to said lands, and to sell the same as upon other notes of said Bass not secured by said mortgage, which suits are pending in the Superior Court Chancery, in said State, and in the Warren and Washington Circuit Courts; and the said Council R. Bass, from adverse circumstances, not being able to pay said debts, and the said Eugenia P. Bass, having purchased said lands from William V. Davenport, who acquired the same under judicial sales and trust sales, against said Council R. Bass, and he being disposed to buy and purchase the debt and mortgage aforesaid from said bank, so as to enable her the better to perfect her title thereto, and remove the incumbrance of said mortgage, has obtained the transfer and assignment of all of said suits, judgment debts, and mortgages from the said Charles A. Lacoste, who has been appointed receiver in the case of Brown, Brothers & Co., against said bank, pending in said Superior Court of Chancery, with power to collect the debts due said bank, in consideration of the sum of six thousand six hundred and fifty-two $\frac{43}{100}$ dollars, to secure the payment of which the said Eugenia P. Bass has drawn her bill of this date, upon Messrs. Wright, Williams & Co., New Orleans, for the sum of $\$1527\frac{43}{100}$, payable on the 15th day of January next to W. M. H. Cochran, and with her said husband, has executed her notes with her husband of the same date, the first for the sum of $\$1617\frac{91}{100}$, payable to the order of James Brown aforesaid, on the fifteenth day of January, 1853, at the office of Wright, Williams & Co., New

Orleans, the second for the sum of $1708\frac{38}{100}$, payable to the same James Brown at same place, on the fifteenth day of January, 1854, and the third for the sum of $1798\frac{38}{100}$ dollars, payable to same at the same place, on the fifteenth day of January, 1855, the said Cochran being the agent of Brown, Brothers & Co., and the said James Brown being one of said firm, all which is done by the concurrence of said Lacoste and said Brown, Brothers & Co. Now if said Eugenia P. Bass, or her heirs, executors, or administrators shall well and truly pay and satisfy said draft and notes as they respectively become due and payable, then these presents to be null and of no effect, otherwise to remain in full force and effect.

Your orators exhibit herewith the said two notes remaining unpaid, marked exhibits A. and B., also the said mortgage, marked Exhibit C., duly acknowledged and recorded in Washington county, and prays that the same may be taken as part of this bill.

Your orator states that said two notes remain unpaid, although payment thereof has been duly demanded at the office of Wright, Williams & Co., in New Orleans, by reason whereof the said mortgage has become forfeited.

To the end therefore that an account may be taken of the amount due to your orator, on the said mortgage, and that the equity of redemption of the said Eugenia and said Council in said lands may be foreclosed, and the same be sold under decree of this court to satisfy your orators' claim in the premises, and that the said defendants may if they can show why your orator should not have the relief hereby prayed, may it please your honors, to grant to your orators subpœnas for the said Eugenia P. Bass and Council R. Bass, defendants, of Washington county, Mississippi, to appear and answer this bill, and that your orator have such relief as is consistent with equity in the premises. Your orator will ever pray.

H. S. EUSTIS,
Solicitor for Complainant.

Exhibit A. to Bill.

NATCHEZ, 22d November, 1851.

$1708 38.

On the fifteenth day of January, eighteen hundred and fifty-four (1854), we, or either of us, promise to pay to the order of James Brown, Esquire, at the office of Wright, Williams & Co., New Orleans, seventeen hundred and eight dollars and thirty-eight cents, for value received.

EUGENIA P. BASS.
C. R. BASS.

Exhibit B. to Bill.

NATCHEZ, 22d November, 1851.

$1798 86.

On the fifteenth day of January, eighteen hundred and fifty-five (1855), we, or either of us, promise to pay to the order of James Brown, Esquire, at the office of Wright, Williams & Co., New Orleans, seventeen hundred and ninety-eight dollars and eighty-six cents, for value received.

EUGENIA P. BASS.
C. R. BASS.

Exhibit C. to Bill.

This indenture, made this twenty-second day of Novemher, in the year of our Lord one thousand eight hundred and fifty-one, between Council R. Bass and Eugenia P. Bass, his wife, of the County of Washington, State of Mississippi, of the one part, and James Brown, of the State of New York, of the other part.

Witnesseth: that for and in consideration of the sum of ten dollars, by the said James Brown in hand paid to the said Eugenia P. Bass, and other and further consideration hereinafter named and set forth, the receipt whereof is hereby acknowledged, and the said James Brown, his heirs, executors, and administrators are, by these presents, therefore forever released and discharged, the said Eugenia P. Bass and the said Council R. Bass aiding, uniting and assisting her therein, have granted, bargained and sold, aliened and confirmed, and by these presents to grant, bargain and sell, alien and confirm unto the said James Brown, and his heirs and assigns, all that certain tract and parcel of land situate, lying and being in the county of Washington, on the Mississippi river, adjoining the town of Princeton, being lots one and two of section seven, and lots three, four, five, six, seven and eight of section six, section twenty-two, lots three, four and five of section twenty-three, all in township fourteen, range nine west, containing about seventeen hundred acres, more or less, which composes the farm, residence and plantation on which the said Eugenia P. Bass and her said husband now resides, which tract of land, and the appurtenances thereon, the said Eugenia P. Bass holds and claims as her separate and undivided property.

To have and to hold the same to the only proper use and behoof of the said James Brown, his heirs and assigns, forever.

And the said Council R. Bass and Eugenia P. Bass, for themselves, their respective and separate heirs, executors and administrators, the aforesaid farm, residence and plantation, with its appurtenances and improvements, unto the said James Brown, his heirs, executors, administrators and assigns, against them, the said Council R. Bass and Eugenia P. Bass, their joint and several heirs, execu-

tors and administrators, and against all other persons whatsoever, do and will warrant and forever defend by these presents.

Provided, however, that whereas the said Council R. Bass, being heretofore indebted to the Bank of Mississippi, in divers large debts, did on the 23d day of March, A. D. 1840, convey in mortgage to said bank the before described lands to secure the payment of certain debts therein named and described, which mortgage was duly admitted to record in the office of the Probate Court of said County of Washington, and he being sued by said bank, per Charles A. Lacoste, receiver, as well upon said mortgage, to foreclose the equity of redemption of the said Council R. Bass, in and to said lands, and to sell the same as upon other notes of said Bass, not secured by said mortgage, which suits are pending in the Superior Court of Chancery of said State, and in the Warren and Washington Circuit Courts, and the said Council R. Bass, from adverse circumstances, not being able to pay said debts, and the said Eugenia P. Bass, having purchased said lands from William V. Davenport, who acquired the same under judicial sales and trust sales against Council R. Bass, and she being disposed to buy and purchase the debt and mortgage aforesaid from said bank so as to enable her the better to perfect her title thereto, and remove the incumbrance of said mortgage, has obtained the transfer and assignment of all of said suits, judgments, debts and mortgages, from the said Charles A. Lacoste, who has been appointed receiver in the case of Brown, Brothers & Co., against said bank, pending in said Superior Court of Chauncey, with power to collect the debts due the bank, in consideration of the sum of six thousand six hundred and fifty-two dollars and fifty-eight cents, to secure the payment of which the said Eugenia P. Bass has drawn her bill of this date upon Messrs. Wright, Williams & Co., New Orleans, for the sum of $1527 43, payable on the 15th day of January next, to Wm. W. Cochran, and with her said husband has executed her notes with her said husband of the same date, the first for the sum of $1617 91, payablo to the order of James Brown aforesaid, on the fifteenth day of January, 1853, at the office of Wright, Williams & Co., New Orleans; the second for the sum of $1708 38, payable to the same James Brown, at same place, on the fifteenth day of January, 1854; and the third for the sum of $1778 86, payable to same, at same place, on the fifteenth day of January, 1855; the said Cochran being the agent of said Brown, Brothers & Co., and the said James Brown being one of said firm, all of which is done by the concurrence of said Lacoste, and said Brown, Brothers & Co.

Now if the said Eugenia P. Bass, or her heirs, executors, or administrators shall well and truly pay and satisfy said draft and notes as they respectively become due and payable, then these presents to be null and of no effect, otherwise to remain in full force and effect.

In witness whereof, the said Eugenia P. Bass and Council R.

Bass have hereunto set their names and affixed their seals, the day and year first above written.

EUGENIA P. BASS. [SEAL.]
C. R. BASS. [SEAL.]

State of Mississippi, Washington County, *ss.*

Personally appeared before me Willis L. Robards, clerk of the Probate Court, in and for said county, the within-named Council R. Bass and Eugenia P. Bass, his wife, who severally acknowledged that they signed, sealed and delivered the within deed, on the day and year therein mentioned, as their own act and deed; and the said Eugenia P. Bass, on a private examination separate and apart from her said husband, acknowledged that she signed, sealed, and delivered the said deed as her voluntary act and deed, freely, without any fear, threats, or compulsion of her said husband.

In testimony whereof, I have hereunto set my hand and the seal of said court, this 6th day of December, A.D. 1851. [SEAL.]

W. L. ROBARDS,
Clerk.

The State of Mississippi, Washington County.

I, Willis L. Robards, Clerk of the Probate Court in and for said county, hereby certify that the foregoing instrument was filed for record on the 6th day of December, A.D. 1851, and this day recorded in my office book, O., pages 323, 324, and 325.

Given under my hand and the seal of said court, this 10th day of December, A.D. 1851. [SEAL.]

W. L. ROBARDS,
Clerk.
By NAT. G. ROBARDS,
D. C.

Subpœna.

United States of America, Southern District of Mississippi, *ss.*

The President of the United States, to Eugenia P. Bass and Council R. Bass, greeting:

For certain causes offered before us in our Circuit Court for the Southern District of Mississippi, sitting in chancery, we command you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at our Circuit Court in and for said district sitting in chancery, to be held at the town of Jackson, on the first Monday of May next, to answer to a bill of complaint exhibited against you by James Brown, complainant, in our said court, and further to do and receive what our said court shall con-

sider in this behalf. Herein fail not, as you will answer the contrary at your peril.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday in November, A.D. one thousand eight hundred and fifty-five, and in the 79th year of the Independence of the United States.

[SEAL.]

Issued the 22d day of March, 1855.

The defendants are required to enter their appearance in this suit in the clerk's office, on or before the day to which this writ is returnable, otherwise the bill may be taken pro confesso.

W. H. BROWN,
Clerk.

To the Marshal of the Southern District of Mississippi to execute and return.

Marshal's Return.

Executed April 6th, 1855.

R. GRIFFITH,
Marshal Southern District Mississippi.
By N. G. WATTS,
Deputy Marshal.

And afterwards, to wit, at the May term of said court A.D. 1855, viz., on the 9th day of May, 1855, the following entry was made and entered upon the minutes in this cause, to wit:

Order of Court.

JAMES BROWN
v.
COUNCIL R. BASS and
EUGENIA P. BASS.
} 258.

In chancery. Death of Council R. Bass suggested, and suit abated as to him.

And afterwards, to wit, at the June rules, to wit, on the first Monday of June, A.D. 1855, the following rule was entered.

Order of Court.

JAMES BROWN
v.
EUGENIA P. BASS.

The said defendant having failed to plead, answer, or demur to

the bill herein, as required by the rules of this court, on motion of complainant it is ordered that the bill herein be taken for confessed.

Motion.

JAMES BROWN et al.
v.
C. R. BASS et al. } 258.

Motion by Mrs. C. R. Bass to set aside the pro confesso heretofore taken against her, and for leave to file an answer, for reasons to be shown at the hearing.

January 23d, 1856.

FREEMAN & DIXON, and
T. A. MARSHALL,
Solicitors for Defendant.
EUSTIS,
For Complainant.

And afterwards, to wit, on the 25th day of January, 1856, the following order was entered herein in this cause upon the minutes of the said court, to wit:

JAMES BROWN
v.
C. R. BASS et al.

Ordered by the court that the motion to set aside pro confesso herein be continued, on cause shown.

And afterwards, to wit, on the 13th day of May, A.D. 1856, the following order was entered herein upon the minutes in this cause, to wit:

JAMES BROWN et al.
v.
C. R. BASS et al. } 258. Chancery.

Motion by Mrs. E. P. Bass to set aside pro confesso heretofore taken against her, and for leave to file answer, for reasons to be shown at the hearing. Ordered by the court that the motion be sustained, the pro confesso entered herein be set aside, and leave given defendant to file answer instanter.

And afterwards, to wit, on the 13th day of May, A.D. 1856, the following answer of Eugenia P. Bass, defendant herein, was filed in this cause, in the words and figures, to wit:

Answer of E. P. Bass.

The separate answer of Eugenia P. Bass to the bill filed by James Brown in the Circuit Court of the United States for the Southern District of Mississippi, against her late husband, Council R. Bass, and herself.

Respondent, saving and reserving the benefit of all exceptions to the said bill of complaint, on account of the errors and insufficiencies thereof, for answer thereto, or so much thereof as she is advised it is material for her to answer, says she admits that on or about the 22d day of November, 1851, she jointly with her said husband executed the two notes and mortgage mentioned in said bill, and filed therewith as Exhibits A., B., and C. Respondent does not know the fact to be so, but she thinks it very probable that payment of the said two notes was duly demanded at the office of Wright, Williams & Co., in New Orleans, and she admits she has not paid them.

Respondent has been advised, and believes, she is not in law or good conscience bound to pay them. The said notes, together with the other note and bill of exchange mentioned in said mortgage, made Exhibit C. to said bill of complaint, were given to purchase the liabilities of the said Council R. Bass, named in said mortgage, to the Bank of Mississippi, then in the hands of Charles A. Lacoste as receiver, in the case of Brown, Brothers & Co. *v.* Bank of Mississippi et al., pending in the Superior Court of Chancery of the State of Mississippi, and for no other purpose or consideration whatever.

Respondent refers to a duly certified copy of the decree of the said Superior Court of Chancery, appointing said Lacoste receiver as aforesaid, which is filed with the affidavit of L. V. Dixon, among the papers in this cause, marked No. 3, and prays that it may be taken as part of this answer. Respondent avers, that at the time of the execution of said notes and mortgage, neither she nor her said husband owed the said Lacoste individually, nor the said James Brown, nor Brown, Brothers & Co., nor their said agent Wm. W. Cochran, one cent; nor had either of them any interest in or right to the liabilities, whether notes, bonds, bills, mortgages, or existing in any other form or shape, of the said Council R. Bass to the said Bank of Mississippi, than such as was conferred by the said decree appointing said Lacoste receiver as aforesaid. Respondent is advised and believes, that neither the said complainant, nor the said Brown, Brothers & Co., nor the said Cochran, had any right whatever to the possession or control of the said liabilities of the said Council R. Bass, nor had they nor the said Lacoste, jointly or severally, as receivers or otherwise, any right or authority in law or equity, to sell, transfer, dispose of, or compromise to or with respondent, or any other person, any note, mortgage, or claim of any kind, of or against said Council R. Bass, in the hands of said Lacoste

as receiver as aforesaid. Respondent further states that she has been informed and believes, the said Lacoste, as receiver in said cause, by motion applied to the said Superior Court of Chancery for leave to compromise the debts or claims in his hands as such receiver, or to settle them by obtaining credit on the judgment of Brown, Brothers & Co. against the Bank of Mississippi, and his motion for that purpose was overruled by the court, and the leave asked for refused. Respondent is further informed and believes that the said bill of Brown, Brothers & Co. against the Bank of Mississippi et al., after a full argument of the cause was, on or about the 29th day of January, 1855, dismissed by the said Superior Court of Chancery for want of jurisdiction, and for greater certainty she refers to a certified copy of the decree entered therein by said court, filed with the said affidavit of L. V. Dixon, marked No. 2, and prayed to be taken as part of this answer. Respondent further states that she is informed and believes that the said Superior Court of Chancery, on or about the same day the decree last aforesaid was entered, rendered or made another decree or order by which the said Lacoste, receiver as aforesaid, was required to bring into court all notes, bills, choses in action, and moneys, and all other property, choses in action, and assets of the Bank of Mississippi, which came into his hands, and the proceeds thereof, as well as all securities, notes, bonds, liens, mortgages, judgments, moneys, &c., as he may have taken and received, to secure, or in payment of, any of said liabilities, a copy of which order or decree, though not certified, is, as she is informed, filed with the said affidavit of L. V. Dixon, marked No. 1, to which she refers, and prays that it may be taken as part of this answer, and, if required, she will procure and file a duly certified copy thereof.

Respondent further states that she is advised and believes that she acquired no right or title whatever to the mortgage, notes, &c., of the said Council R. Bass, which the said Lacoste assumed or pretended to sell and transfer to her as aforesaid, and which were the sole and only consideration for the notes and mortgage made Exhibits A., B., and C., to complainant's bill, and that the whole transaction of said Lacoste and complainant with her was illegal and void. But respondent states that she is advised and believes, even if it was not illegal and void, the said complainant has no right in law or equity to either the said notes or mortgage, filed as aforesaid with his bill, nor to maintain any suit or action thereon against her. That they are the property of the Bank of Mississippi, and it is the duty of the said Lacoste to deliver them into the Court of Chancery aforesaid to be handed over to said bank.

Respondent further states that she dealt with said Lacoste and complainant in good faith, without any notice or suspicion that they had no legal right or authority to contract with her as aforesaid, and as they assumed to have power to do. She knew nothing of the

said several orders, decrees of the said Superior Court of Chancery, until since the last January term, or November adjourned term of this honorable court, and she consequently did not know that the pretended sale by said Lacoste to her as aforesaid was illegal and void, and her said notes and mortgage therefore executed without consideration, until she was informed thereof since the court adjourned in January last. Respondent further states that the said bill of exchange, and note first due mentioned in said mortgage, marked Exhibit C., were fully paid; that said Cochran acted merely as the agent of complainant, and collected the money for him. That the said pretended sale to her of the mortgage, notes, &c., against Council R. Bass by Lacoste and complainant, if not positively fraudulent, was without authority, illegal, and void, and she thereby imposed on, and induced to execute her bill, notes, and mortgage, and pay her money as aforesaid. She is advised that in equity and good conscience the said mortgage and notes should be cancelled, and the said complainant decreed to refund to her the amount of the said bill of exchange and note paid to him wrongfully, and through mistake as aforesaid. She therefore prays that this may be taken as a cross bill against complainant, and that he may be compelled to answer all and singular the allegations and statements contained therein; and that on final hearing your honor will decree that the said contract made with said complainant and Lacoste be set aside, and the said notes and mortgage cancelled, and said complainant compelled to refund to her the amount of said bill of exchange, and note paid to him as aforesaid, with legal interest on the same from date of said payments respectively. She prays for the issuance of subpœna against said complainant, and that he be made defendant to this her cross bill.

Having now fully answered, she prays to be hence dismissed with her costs, &c.

EUGENIA P. BASS.

State of Mississippi, Warren County.

Personally appeared before me, L. S. Houghton, commissioner for the United States Circuit Court of the Southern District of Mississippi, Eugenia P. Bass, who made oath that the statements contained in the foregoing answer and cross bill, so far as made of her own knowledge, are true, and those made upon the information of others she believes to be true.

EUGENIA P. BASS.

Sworn to, and subscribed before me, this 5th day of April, A. D. 1856.

L. S. HOUGHTON,
Commissioner U. S. Circuit Court, S. Dist. of Mississippi.

Exhibit No. 1 *to Answer.*

BROWN, BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al. } 2873.

Monday, January 29th, 1855.

Upon motion of the defendants in the above stated cause, and after argument had thereon in presence of counsel upon both sides, the chancellor being fully advised thereof, it is ordered, adjudged, and decreed, that Charles Lacoste, the receiver heretofore appointed by this court in said cause, appear on or before the next term of this court, after the service of a copy of this order, before this court, and render a full, true, complete, and perfect account of his receivership herein, and of the state and condition of the assets of the Bank of Mississippi which came to his hands as such receiver, and that he bring into court all notes, bills, choses in action, and moneys, and all other property, choses in action, and assets of the Bank of Mississippi which came into his hands, and the proceeds thereof, as well as all securities, notes, bonds, liens, mortgages, judgments, moneys, &c., as he may have taken and received to secure, or in payment of any of said liabilities which came into his hands, and also all notes of said bank, and all books, papers, and everything which came to his hands as such receiver in this cause, of and during the continuance of his trust. And it is further ordered, adjudged, and decreed that after the full and satisfactory accounting of said Lacoste, and compliance with this order, that said Lacoste be discharged from said office and trust of receiver, and that the interlocutory decree appointing him be annulled and vacated.

Exhibit No. 2 *to Answer.*

BROWN, BROTHERS & Co.
v.
BANK OF MISSISSIPPI et al. }

Monday, January 29, 1855.

Be it remembered, that this cause coming on to be heard before the Honorable Charles Scott, chancellor, &c., in the presence of counsel of both sides, upon the demurrer of D. F. Blackburn and others, and upon motion of other defendants in said cause, and after argument had thereon, and by the court fully understood, and it being the opinion of the court that the questions of law raised by said demurrer are in favor of the said defendants demurring, it is ordered, adjudged, and decreed, that said demurrer be sustained, and the said bills as to said defendants be dismissed; and upon inspection of the records in said cause, it appearing to the satisfaction of the chancellor that this court has no jurisdiction of the same to grant relief,

or proceed against any of said defendants, it is ordered, adjudged, and decreed, that complainants' original, amended, and supplemental bill be dismissed as to all proceedings against any of said defendants for relief, but that said cause be retained in this court for the purpose of proceeding against the receiver appointed in said cause to enforce and close his account as receiver, and compel the return of the assets of the defendant, the Bank of Mississippi, or their proceeds, into this court. It is further ordered, adjudged, and decreed, that said complainants pay the costs of this suit.

State of Mississippi.

I, J. T. Simms, clerk of the Superior Court of Chancery of said State, do certify that the above is a true copy of the decree rendered herein as the same remains of record and on file in my office.

[L.S.] Given under my hand and seal of office at Jackson, this February 1st, 1855.

J. T. SIMMS,
Clerk.

Exhibit No. 3, to Answer.

Superior Court of Chancery of the State of Mississippi. June Term, 1854.

BROWN, BROTHERS & Co.
v.
BANK OF MISSISSIPPI et al. } 2873.

On motion of complainants' solicitor, and due argument and consideration thereof, it is ordered that Charles A. Lacoste, of the city of Natchez, be and he is hereby appointed receiver in this cause, and upon his executing bond with Brown, Brothers & Co., the complainants, and Stephen Duncan, as his securities in the penalty of three hundred thousand dollars, conditioned that he will well and truly fulfil and perform his duties as receiver according to this order and the directions of the court, and that he will account to this complainant at such times and in such manner as it shall prescribe, the said Charles A. Lacoste is authorized and directed to take into his possession, as receiver as aforesaid, all the property and assets of the defendant, the Bank of Mississippi, of every description, in the hands of said defendant, or any or either of them, or of their agents and attorneys, or of any other person or persons; and said defendants, their agents and attorneys, and other persons having in possession assets or property of said bank are hereby enjoined to deliver the same to the said receiver, who is hereby authorized to take into his possession all such property and assets, especially all notes, accounts, bills, bonds, mortgages, judgments, and other evidences of debt or assurances of title belonging to said bank.

It is further ordered, that said receiver proceed with all due dispatch to collect the debts due, or to become due, to said Bank of Mississippi; and from such persons is hereby authorized, in the name of said bank, or in any legal mode, to commence and prosecute such suit or suits, at law or in equity, as may be necessary for such collection; and said receiver is further authorized to engage all necessary legal aid, and for the prosecution of such suits by the employment of proper attorneys, &c.

It is further ordered, that said receiver report to this court, at each regular term thereof, his acts in the premises, and, at the same time, account for and pay over into court all moneys which may be collected or come to his hands as receiver as aforesaid, to abide the further order of this court.

June 12, 1844.

I, J. T. Simms, clerk of the court aforesaid, do hereby certify that the above and foregoing is a true copy of the order appointing Charles A. Lacoste receiver in said cause, as the same now remains of record on the minutes of said court.

[L.S.] Given under my hand and the seal of said court, at the city of Jackson, this 24th day of October, 1851.

J. T. SIMMS,
Clerk.
By E. P. RUSSELL,
Deputy Clerk.

Replication to Answer.

In the United States Circuit Court for the Southern District of Mississippi. At May Term, 1857. In Equity.

JAMES BROWN
v.
EUGENIA P. BASS et al. } 258.

The replication of James Brown, complainant, to the answer of said Eugenia, defendant.

This repliant, saving and reserving, &c., for replication to said answer, says, that he will maintain and prove his bill of complaint to be true, certain, and sufficient in the law to be answered, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied thereto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied to, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed, or denied, is true. All which matters and things this repliant will be ready to aver, maintain, and prove, as this honor-

able court shall direct; and prays, as in and by his said bill he has already prayed.

EUSTIS & BURWELL,
Solicitors for Complainant.

And afterwards, to wit, at the May term, A. D. 1857, to wit, on the 9th day of May, A. D. 1857, the following order was entered herein upon the minutes in this cause, to wit:

Order of Court.

JAMES BROWN
v.
E. P. BASS et al.

Ordered by the court that the cause be continued.

And afterwards, at the May term, 1858, to wit, on the 5th day of May, A. D. 1858, the following order was entered upon the minutes in this cause, to wit:

Order of Court.

JAMES BROWN
v.
E. P. BASS et al.

Ordered by the court that this cause be continued.

And afterwards, at the November term, to wit, on the 4th day of November, A. D. 1858, the following order was entered upon the minutes of said court, in this cause, to wit:

Order of Court.

JAMES BROWN
v.
E. P. BASS et al.

Ordered by the court that this cause be continued.

And afterwards, at the November term, 1859, to wit, on the 18th day of November, 1859, the following order was entered herein in this cause, upon the minutes of said court, to wit:

JAMES BROWN
v.
EUGENIA P. BASS et al.

Cause continued, on application of defendant, on cause shown.

Proof of Complainant.

May Term, 1860.

JAMES BROWN
v.
E. P. BASS.

In this case it is agreed that the printed acts of the legislature of Mississippi for the years 1836, 1838, 1840, and 1860, were referred to and read in evidence on this trial, and so much of said acts as relate to the charter of the Bank of Mississippi, constitute a part of the record, and that the same may be referred to, and read on the trial of this cause, before the Supreme Court, without same being copied into the record, but same may be read as part of the record on the appeal by either party.

A. BURWELL & J. WINCHESTER,
For Complainants.

JOHN D. FREEMAN,
MARSHALL & MILLER,
For Defendants.

May 25th, 1860.

Proof of Defendant.

Record in the case of.

BROWN, BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } 52.

State of Mississippi. In Chancery.

WILLIAM BROWN, GEORGE BROWN, JOHN ALEXANDER BROWN, JAMES BROWN, STUART BROWN, WILLIAM EZRA BROWN, JOSEPH SHIPLEY, JOHN MOORE, PRIESTMAN SAMUEL, NICHOLSON JOHNSTON, MCLANAHAN and HERMAN A. PERRY, merchants and partners of the firm name of BROWN, BROTHERS & COMPANY,
v.
FREDERICK G. TRUMBULL, JOHN G. COX, D. F. BLACKBURN, AMBROSE KNOX, JOHN L. CHAPMAN, DAVID SUGGETT, AUGUSTUS MCALLISTER, and WILLIAM PENRICE, individually, and as Directors of the Bank of Mississippi. } 2873.

Be it remembered that on the 17th day of April, A. D. 1843, the complainants filed, in the office of the clerk of the Superior Court of Chancery, of the State of Mississippi, their bill of complaint, in the words and figures following, to wit:

The State of Mississippi, Superior Court of Chancery,
June Term, 1843, at Jackson.

To the honorable Robert H. Buckner, chancellor of the State of Mississippi, in chancery, sitting at Jackson.

Humbly complaining, show unto your honor your orators, William Brown, George Brown, John Alexander Brown, James Brown, Stewart Brown, William Ezra Brown, Joseph Shipley, John Moore Priestman, Samuel Nicholson, Jonathan McLanahan and Herman H. Perry, merchants, doing business under the name and firm, in the city of Liverpool and the city of New York, of Brown, Brothers & Co., for and in behalf of themselves, and all other creditors of the Bank of Mississippi who shall hereafter come in and make themselves parties to this bill; which said Bank of Mississippi is a corporate institution, chartered within the State of Mississippi, and hereinafter made defendant.

That on the day of in the year of our Lord one thousand eight hundred and thirty-eight, the said Bank of Mississippi being at that time known and designated as the Deer Creek Railroad and Banking Company, being in a state of suspension, and desirous to resume specie payment, borrowed of your orators, Brown, Brothers & Co., the sum of one hundred and fifty thousand dollars, or thereabouts; which sum your orators loaned and delivered to the said Bank of Mississippi for the purpose aforesaid, and received as evidence thereof sterling bonds, executed and delivered by said bank for each, and payable in the city of London, at twelve months after date; for the payment of which bonds at maturity the bank aforesaid agreed and bound itself to provide; which said bonds still belong to your orators, and are in their possession in the city of New York, by reason whereof they cannot at present be filed with this bill, but which your orators will file so soon as they can be transferred hither, and which, when so filed and described as Exhibit A., are prayed to be taken as part of this bill.

Your orators further show that said bank did not provide for *pay* said bonds at maturity, but that the same we suffered to be protested. That afterwards, by mutual agreement between your orators and said bank, the said debt was changed in accounting from sterling money to money of the United States, and amounted on the first day of December, in the year A.D. 1841, to the sum of one hundred and forty thousand, seven hundred and sixty-two dollars, and eighty-six cents, and on the first day of December, 1842, with interest at eight per cent. as agreed upon by the parties, to the sum of *to the sum of* one hundred and fifty-two thousand and twenty-three dollars, and ninety cents, $152,023 90, which latter sum your orators state to have been due to them from said Bank of Mississippi on the first day of December, A.D. 1842, and still remains due and

unpaid, and they hereby file their account current with said bank, marked Exhibit "B.," and made part hereof.

Your orators further show that they are the principal creditors of said Bank of Mississispi, and that the debts of all other creditors cannot amount to more than fifty thousand dollars, $50,000; and that such other creditors *to your orators.* That said bank has long since suspended specie payment, ceased all banking operations, and for the last two or three years been in a state *in a state* of liquidation; that it does not propose or intend to pursue banking operations, or to exercise its banking franchises, all of which have been suffered to fall into desuetude, and are moreover forfeited by the statutes of the State; that the bank is now winding up its concerns, and the only interests involved in its actions are the collection and distribution of its assets; that as a public institution it has in fact ceased, except so far as it retains its corporal capacity, to sue and be sued; and that its sole duty is now to settle up its affairs according to the respective rights and equities of its creditors, debtors, and stockholders, as they arise out of the provisions of its charter, and the laws of the land, which charter, together with all laws changing or modifying the same are hereby referred to and made a part of this bill; that by law and the charter of said bank, its business is interested to the care of certain trustees and agents, who have the possession, control, and management of all its property, assets, and business of every description, who are called directors, and whose duty it is by law to administer its effects for the benefit and use of all persons interested in the trust according to their respective rights; that said directors are bound in equity to hold the property of said bank, and do in law hold the same a trustees for all the creditors, as well as the stockholders thereof. Your orators further show unto your honor, that Frederick G. Turnbull, John J. Cox, D. F. Blackburn, Ambrose Knox, Jno. L. Chapman, David Suggett, Augustus W. McAllister, and William Penrice, citizens of Washington county, and State of Mississippi, all of whom personally, and the said Bank of Mississippi in its corporate capacity *capacity,* are hereby made defendants to this bill, have, since the day of January, 1843, a majority of them for a long time previous assumed, and taken upon themselves the office of directors and trustees, as aforesaid, of said Bank of Mississippi, and have been from said period, and a majority of them for a long time, taken and held in possession as directors and trustees as aforesaid, all the property and assets, real and personal, and mixed, belonging to or claimed by said bank, to wit: all its books, notes, bills, bonds, mortgages, and other securities, together with all its estate, lands, and personal chattels, and have proceeded to administer said property and assets at their own discretion as directors of said bank as aforesaid, and still hold all of such property and assets as have not been by them disposed of. Your ora-

tors further state that the above-named defendants constituted all the directors of said bank, within their knowledge, and if there be any other directors or trustees, your orator prays they may be, when discovered, brought in by proper process, and made codefendants to this bill. That the property and assets of said bank which came into the hands of said directors and trustees, consisting of the banking-house of said bank, and with the vaults, iron safes, and other furniture appertaining thereto, together with bills receivable, and other evidences of debt, when they came into the possession of said directors, were well and amply secured by mortgages upon real estate and negro slaves; the actual amount of such assets belonging to said bank, which came into the hands of said directors. Your orators are unable to state with precision, inasmuch as they have been refused access to the books of said bank, in the hands of said directors, or any information by which they could *they could* arrive at a positive and particular result; but they have examined the records of the Probate Court of Washington County, at Princeton, Mississippi, where said bank is located, and state that debts, to the amount of $180,000, one hundred and eighty thousand dollars, or thereabouts, owing to said bank, and constituting a part of its assets, came into the hands of the said directors, which were for the most part well secured by mortgages, an abstract of which debts, by whom owing, and how secured, taken from said records as herewith filed, marked "Exhibit C.," and prayed to be taken as a part of this bill. Your orators further state that other and large sums of money are due to said bank, not enumerated in said abstract, and which cannot be here particularly designated, but which form a part of the assets of said bank, held by said directors for the benefit of its creditors and others interested, all of which will be more fully shown at the hearing of this cause. Your orators further state, that property and assets of said bank came into the possession of said directors and trustees sufficient of property administered to have paid all the creditors of said bank, the amount due them respectively, including the debts due your orators; that said directors themselves are largely indebted to said bank, and the debts due by them constituted a principal portion of its assets and means for paying its creditors; that defendant, John J. Cox, is indebted to said bank, as principal and security, in the sum of $40,000, or thereabouts; defendant Blackburn, in like manner, in the sum of sixteen thousand dollars, or thereabouts; defendant Ambrose Knox in the sum of thirty-three thousand dollars, or thereabouts; defendant Turnbull in the sum of forty-five thousand dollars, or thereabouts; defendant Chapman in the sum of thirty-seven thousand dollars, or thereabouts; defendant Suggett in the sum of dollars, or thereabouts; defendant McAllister in the sum of six thousand dollars, or thereabouts; and defendant Penrice in the sum of dollars, or thereabouts, which in the aggregate amounts to the sum of thousand dollars, or thereabouts.

Your orators further state, showing unto your honor that said directors have fraudulently and illegally exercised their powers as trustees; have mismanaged the assets of the bank, and wasted large portions thereof; have made illegal and fraudulent compromises and arrangements in regard to portions of the debts due from themselves, by which they have released good and ample securities for no consideration, or for any consideral ones; have refused and neglected to take proper steps to collect the debts due, or to preserve from dilapidation and sacrifice the property of the bank. That said directors, instead of proper and just administration of their trusts, by collecting the debts due the bank, especially those due and owing from themselves, and appropriating the property and assets, or the proceeds thereof, to the payment of the creditors of said *said* bank, as in equity and good conscience they were bound to do, have administered their trust solely for the benefit of the debtors of said bank, of which they themselves, and the principal as above showed, and to the *and to the* great injury and damage of your orators, and the other creditors, whose interests and rights it seems to be their earnest desire and endeavored to destroy, and for the purpose of showing more particularly that said directors, and for the less to their trust, and have grossly mismanaged and are still mismanaging the trust funds, and jeopardizing the rights and interest of your orators and the other creditors. Your orators state that said directors have permitted their banking-house, which cost twenty thousand dollars ($20,000), or thereabouts, and was actually worth to be sold under execution, on the day of , 184 , for the sum of twelve hundred dollars ($1200), in currency of the bank, which currency was worth at the time not more than eight hundred dollars ($800), in par funds; that they permitted said house afterwards to be removed, leaving the iron safe, in which was contained the books, notes, and other valuable papers, constituting the principal assets of the bank, exposed in the open field, without any guard or protection whatever, except the charge of the cashier, who lives from one to two miles distant therefrom; and afterwards, to wit, on the day of , 1843, permitted said iron safe, still so exposed, and still so containing the books, notes, and principal assets of the bank, to be, under an execution against said bank, sold to one Phil. Cox, for the sum of one hundred dollars ($100); and said iron safe is now claimed, owned, and possessed by said Cox under said purchase, and still stands exposed in the open air as aforesaid, and still contains the assets of said bank as above stated; that all this *that all this* has been done, permitted, and suffered, with the knowledge, consent and connivance of said directors, while at the time of the sale of said house, and of said iron safe, several instalments of the debts of said directors of said bank are due and unpaid, as will appear by reference to said "Exhibit C.," before exhibited. Yet said directors has not, nor has any one of them, paid the said seve-

ral instalments, so due from them respectively; nor did they, either by collections from other debtors or payment of their own debts, make any effort or execution to save said property of the bank; nor have they made any effort exertion to save the assets of said bank contained in said iron safe from the exposure and danger to which they have been and still are subjected by reason of the neglect of said trustees as aforesaid.

Your orators further show and specifically state that said John G. Cox is indebted to said bank as principal in eight promissory notes, all dated 26th December, 1839, one, two, three, four, five, six, seven, and eight years after date, for the sum of eighteen hundred and eight dollars ($1808), each which was secured by mortgage on land and negroes, as appears by Abstract C. of mortgages, already referred to, and now again referred to, see page 5; that said John G. Cox is also indebted to said bank as security for Alfred Cox, now deceased, in eight promissory notes, for $2400 each, all dated 1st January, 1840, and payable in one, two, three, four, five, six, seven, and eight years after date, and all secured by mortgage upon land and slaves, as set forth in said abstract, above referred to, marked "Exhibit C.," and now again referred to, for a more accurate description of the lands and slaves embraced in said mortgage; that since the appointment and actions of the present board of directors, the said John G. Cox was, through his influence with the co-trustees, obtained from the said board of directors a discharge from the first-mentioned mortgage; and that said directors have discharged and released said first-mentioned mortgage without any consideration therefor, and without any substitution of other security, except the property embraced in the last-mentioned mortgage, given to secure the debt of the said Alfred and John G. Cox, as above stated. And your orators state that said debts were well and amply secured by the two original mortgages; but that by the release of said first mortgage, which was by far the most valuable of the two, said debts are left without adequate security; that the remaining mortgage is adequate security for one-half of said debts; that the estate of said Alfred Cox is utterly and hopelessly insolvent; that the personal responsibility of said John G. Cox, the other security, is no security for said debts; and that by said discharge in release of said mortgages, given by said *by said* John G. Cox, if the same be sustained, said directors have sacrificed at least twenty-five thousand dollars ($25,000) of the assets of said bank, in utter fraud and contempt of the rights of your orators and the other creditors, and in gross violation of their duties as trustees as aforesaid. Your orators further state that said defendant J. L. Chapman, is indebted to said bank as principal and security in the sum of thirty thousand dollars ($30,000), or thereabouts; that said Chapman, in January, A.D. 1840, executed a mortgage to said bank upon an undivided moiety of a valuable tract of land of 960 acres (960) and about fifty slaves,

as will appear by reference to said Exhibit C., which is herewith referred to, to secure the payment of eight notes of that date for $1795 each; that said security was ample and sufficient; that said Chapman, having sold said undivided moiety of his lands and slaves to one his co-tenant, one Thompson, applied to said directors, of which he pretended to be one, to release said mortgage, and take in lieu thereof a mortgage upon about thirty negroes; that on the day of , 1843, said board of directors did release and discharge said mortgage, and take in lieu thereof a mortgage on about thirty negroes; that said new mortgage is wholly inadequate for the security of said debts, and if not more than half their value of the one released; that said Chapman set at the board of directors, and formed one of the quorum who released the old and took the new mortgage; that without said Chapman there would have been no quorum, and said release and substitution could not have been made; that said release and substitution have greatly weakened the security upon said debt, and jeopardize the final collection of a large portion thereof; that said Chapman was not in reality a director, but assumed the power improperly; that he was not a stockholder, as your orators are informed and believe, at the time of his election, at the time he took part in the proceedings of the board as aforesaid, and that all said acts of said Chapman, and the other directors who acted with him, were in fraud of the rights of your orators and the other creditors of said bank, and utter violation and contempt of their duty as trustees as aforesaid.

Your orators further show, that on the day of 1843, the said directors passed a resolution that they would receive in payment of any debts due the bank, certificates of stock in said bank at par, which resolution still stands unrescinded, and if carried into effect, as said directors threaten to propose to carry it, will be destructive to the interest of the creditors, and in utter fraud of their rights; for your orators state they are informed the assets of said bank and first subject to the payment of the *bona fide* creditors thereof before the stockholders are entitled to anything, and that the stockholders are only entitled to the surplus after paying all debts due from the bank; that the debts due to the bank constitute a part of its assets, and that creditors have a prior lien on them to the stockholders; that said resolution of the directors is fraudulent, and in violation of their duty as trustees; that said certificates of stock are not worth ten cents in the dollar; that said bank has barely assets sufficient to pay its debts, even if honestly administered; that said resolution in fact places the stockholders on the same footing with the creditors, and every debt settled by the reception of certificates of stock will be so much of the assets of the bank squandered and wasted, so far as creditors are concerned. And your orators further show that said directors propose and threaten to execute said resolution, and to receive in payment of debts due said bank the stock

thereof, and your orators verily believe will receive stock in payments of debts so due, and release and discharge such debts to the great injury of your orators and the other creditors, unless prevented by the interposition of this honorable court; and your orators further show, that the assets of said bank, if properly and honestly administered, are barely sufficient for the liquidation of the claims of the creditors of said bank, and that from the mal-administration of the present trustees, and the waste of property, neglect, and misapplication, as before stated, it is already doubtful whether your orators will be able to receive from the hands of said trustees more than a portion of their respective debts, and that if said trustees are permitted further to administer the trust funds in the manner in which they are now administering them and propose still to do, your orators and the other creditors will be defrauded out of a greater portion if not all the debts due and owing to them from said bank; and your orators further state and show unto your honor, that said directors are executing their trust fraudulently for their own benefit, and in utter disregard and violation of the rights and claims of your orators and the other creditors, and if permitted to continue in the possession of the assets of said bank, will, as your orators believe, wholly waste and dissipate the trust funds; and your orators have frequently applied to said defendants for settlement and payment of the funds so justly due and owing to them, and had well hoped that said defendants would have proceeded in the execution of their trusts to collect the assets of said bank and appropriate the same to the payment and security of your orators and other creditors, as in justice they were bound to do. But, so it is, may it please your honor, the said directors, defendants to this bill, combining and confederating, &c., with the stockholders and debtors of said bank, and other persons unknown, and to defraud your orators and the other creditors, wholly neglect and refuse to account with your orators for the sums of money so due them as aforesaid, or to collect the assets of said bank, and to appropriate the same to the liquidation of the claims of your orators and other creditors, or to preserve the same from waste, pretending sometimes that they are not trustees for the creditors, but only for the stockholders and debtors; whereas your orators charged that they are trustees for all creditors, and hold the assets of said bank in trust for the use and benefit of the creditors in the first instance; at other times they pretend they have not released any necessary security without taking other and sufficient security in its stead, whereas your orators charge that they have in many instances released security without any difficult substitution, and thereby wasted the assets in their charge; at other times they pretend that they were not bound to protect the banking-house or iron safe containing the books, papers, &c., of the bank, from sale under execution; that said books and papers were not exposed to any danger; that said transactions with said John G. Cox and J. L.

Chapman were right, and within the proper exercise of their duty as trustees; that the reception of stockholders in payment of debts due the bank is legal and proper, and not in violation of the rights of creditors; that said Chapman had a right to set as a member of the board which released the mortgage he had given, as hereinbefore stated; that he was a legal director; that the funds and assets of the bank have not been wasted, the property suffered to dilapidation, the securities weakened, and the funds misapplied; that they have not exercised their trusts as directors for their own benefit and that of the other debtors, to the injury of said creditors of said bank; that they retain funds and assets sufficient to pay all creditors, and that the assets in their hands are not now in danger of misapplication, waste, and destruction; all of which pretences your orators charge to be wholly untrue, and the contrary thereof to be true in all particulars: wherefore and inasmuch as your orators and such other creditors as may choose to come in with them in this suit are without remedy by the strict rules of common law, and can obtain relief only in a court of equity, where matters of trust and fraud are cognizable.

May it please your honor to grant unto your orators the State's writ of subpœna, directed to said defendants, commanding them to appear at a time and place therein mentioned, and true and perfect answers make the said directors each upon his corporal oath, and the said bank under its corporate seal, to all and singular the matters and things above and set forth in as full and ample a manner as if particularly interrogated thereto, and that the said bank answer whether it is not indebted to said complainants in the manner and for the amount stated by them in this bill, and that said defendants answer. Int. 2. What were the assets of said bank; what property does it own; what debts are due to it; and how secured; with a full schedule thereof as far as either the power of said bank to exhibit, what debts are due from said bank? What is the amount of its circulation now outstanding? Who are its creditors besides your orators, so far as they can be designated? Int. 4. Whether said bank has ceased banking operations; and how long; whether it has not gone into liquidation; what amounts are the present directors indebted to it, respectively; what amounts are due from said defendants, respectively; and how long have such amounts been due; what settlement of debts by payment, compromised, or otherwise, have been made by said defendants, or any of them; what securities, mortgages, or otherwise, have been released or charged by said defendants, or any of them, of debts owing to said bank, and upon what consideration is each in each instance was such release or charge made. Int. 5. Has not the board of directors of said bank, consisting of said defendants, or a portion of them, passed a resolution to receive stock of said bank in payment of debts due to it; append a full transcript of the proceedings of the board of directors, while

under the management of defendants, or any of them, and may it please your honor to order an account to be taken between your orators, and the other creditors who may come in, and join in this suit, and the said Bank of Mississippi of the sum of money, due and owing from said Bank of Mississippi to your orators, and the other creditors thereof respectively, and to place in the hands of a receiver to be designated and appointed by this court, all of the books, notes, bills, and other choses in action, and all lands and personal property, together with mortgages, and all other property and assets of said bank, to be by him safely kept, and managed under the direction of this court until the its further in the premises, and may it please your honor to grant the State's writ of injunction, directed to said Turnbull Cox, Blackburn, Knox, Chapman, Suggett, McAllister, and Penrice, directors, and defendants as aforesaid, enjoining and prohibiting them, their attorneys and agents, from collecting, compromising, or settling any debts due said bank, from releasing or discharging any of said debts, or any securities therefor, from disposing of the property or assets of said bank, and from further exercising any power over the trusts and trust funds aforesaid, except for the safe-keeping of the same, until the further order of this court, and upon final hearing, may it please your honor to set aside, and declare void the fraudulent release and discharge obtained by said John G. Cox, of the mortgages mentioned in the foregoing part of this bill, and also set aside the release obtained as aforesaid by said defendant Chapman of his original mortgages, and also such discharge and release of debts due said bank as have been fraudulently obtained in consideration of certificates of stocks, or otherwise, and upon a final accounting to decree a distribution among the creditors of said bank of the assets of said bank, or so much thereof as may be necessary to satisfy the just claims exhibited and decreed against it; and your orators further pray, that said directors, defendants as aforesaid, be compelled to account of and concerning all cases of waste found, and mismanagement of their trust, and upon such accounting, if the assets of said bank should prove insufficient for the payment of the debts due your orators and the other creditors, that they be made personally and individually liable to your orators and the other creditors, and be decreed to pay to your orators and the other creditors such sums of money as upon such accounting it shall appear have been wasted or misapplied by them, or any of them, in their capacity as trustees as aforesaid, and such other and further relief in the premises as may in equity and good conscience and the nature of your orator's case seem meet and just, and as in duty bound your orators will ever pray, &c.

PRENTISS & GUION,
Complainant's Solicitors.

State of Mississippi, Hinds County.

Personally appeared before R. L. Dixon, Clerk of the Superior Court of Chancery, of the State of Mississippi, Robert Cochran, agent and attorney in fact, for the complainants in the foregoing bill, Brown, Brothers & Co., who being duly sworn, states, that the matters and things set forth and in the foregoing bill of complaint are true in substance and in fact.

ROBERT COCHRAN.

Sworn to and subscribed before me, April 17, 1843.

R. L. DIXON,
Clerk.

Let writs of subpœna and injunction issue according to the prayer of the foregoing bill of complaint, upon complainant entering into bond, in the penalty of fifty thousand dollars, with James Elliott, Robert Cochran, and William C. Walker, their sureties, conditioned to pay all damages which may result from the wrongfully suing out of said writ of injunction, April 17, 1843.

ROBT. H. BUCKNER,
Clerk.

We acknowledge ourselves security for costs in this case.

W. C. WALKER.

JACKSON, April 17, 1843.

Exhibit A.

No. 41. One Thousand Pounds Sterling. No. 41.

Know all men, by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co. on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, and on the first day of June, 1840, and in each and every year until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the [L. S.] seal of the corporation to be affixed hereto, at the said bank in the State of Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.

H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 46, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 43. One Thousand Pounds Sterling. No. 43.

Know all men, by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of said Wm. and Jas. Brown & Co. on the first day of June, one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, and in each and every year until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors have caused [L. S.] the seal of the corporation to be affixed thereto, at the said bank, in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.

H. MOSELEY,
Cashier.

Due June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 43, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 46. One Thousand Pounds Sterling. No. 46.

Know all men, by these presents, that the Bank of Mississippi acknowledges itself unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co., on the first day of July, in the year of our Lord one

thousand eight hundred and forty, with interest from the first July, 1839, at the rate of six per centum per annum, payable semi-annually, on the 1st January, 1840, and on the 1st Jan'y, 1840, in each and every year, until the payment of the principal of this bond, principal and interest, payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused [L. S.] the seal of the corporation to be affixed thereto, at the said bank, in Princeton, Mississippi, this thirteenth day of March, one thousand eight hundred and fifty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N. July, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 46, due 1st July, 1840.

H. MOSELEY,
Cashier.

No. 21. One Thousand Pounds Sterling. No. 21.

Know all men, by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co. on the first day of May, one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per centum per annum, payable semi-annually, of the first day of November, and on the first day of May, in each and every year until the principal of this bond, principal and interest, payable in the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the [L.S.] seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N , 1 May, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 21, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 42. Thirty Pounds Sterling. No. 42.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of said William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from 1st day of June, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of December, 1839, and on the first day of June, 1840, and in each and every year until the payment of the principal of this bond; principal and interest payable at the counting-house of Mess. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

[L.S.] In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.

H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-year interest on bond No. 42, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 24. One Thousand Pounds Sterling. No. 24.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling; which sum

the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of May in each and every year until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the [L.S.] seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 24, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 44. One Thousand Pounds Sterling. No. 44.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of William and James Brown & Co., on the first day of June, one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of December, 1839, and on the first day of June, 1840, and each and every year until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In witness whereof, the president of said Bank of Mis- [L.S.] sissippi hath signed, and the cashier countersigned, these presents, and the bank of directors has caused the seal of the corporation to be affixed thereto, at the said bank in

Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.

H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard, will pay the bearer thirty pounds sterling, being half-yearly interest, on bond No. 44, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 39. One Thousand Pounds Sterling. No. 39.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of said Wm. & James Brown & Co. on the first day of June, 1840, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually first day of December and on the first day of June in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said bank hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

[L. S.]

ANDREW KNOX,
President.

H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest, on bond No. 39, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 35. One Thousand Pounds Sterling. No. 35.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. & James Brown & Co. on the first day of May in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of November and on the first day of May in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co. in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president hath signed, and the cashier countersigned, these presents, and the board of [L. S.] directors *has* has caused the seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, the fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, half yearly interest on bond No. 35, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 38. One Thousand Pounds Sterling. No. 38.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. & James Brown & Co., on the first day of June one thousand eight hundred and forty, with interest from the first day of June one thousand hundred and thirty-nine, at the rate of six per cent. per annum, payable semi-annually on the first day of December and on the first day of June in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard &

Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of the bank hath signed, and the cashier countersigned, these presents, and the board of directors has caused the seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fourth day of March, A.D. one thousand eight hundred and thirty-nine.

[L. S.]

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard, will pay the bearer thirty pounds sterling, being half yearly interest on bond No. 38, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 37. One Thousand Pounds Sterling. No. 37.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & James Brown & Co. in the full and just sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. & James Brown & Co., on the first day of June one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of December and on the first day of June in each and every year, until the payment of the principal of the bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

[L. S.]

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half yearly interest on bond No. 37.

H. MOSELEY,
Cashier.

Due 1 June, 1840.

No. 36. One Thousand Pounds Sterling. No. 36.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December and on the first day in June, in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

[L. S.] In testimony whereof, the president of the said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.

Due 1 June, 1840. H. MOSELEY,
Cashier.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half yearly interest, on bond No. 36, due 1 June, 1840.

H. MOSELEY,
Cashier.

No. 33. One Thousand Pounds Sterling. No. 33.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co. on the first day of May, one thousand eight hundred and forty, with interest from the 1st day of

May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year until the payment of the principal of this bond.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

[L. S.]

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1st May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half yearly interest on bond No. 33, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 25. One Thousand Pounds Sterling. No. 25.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown on the first day of May, in the year of our Lord one thousand eight hundred and forty, from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of May, November, and on the first day of May in each and every year until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier countersigned, these presents, and the board of directors has caused the seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

[L. S.]

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half year's interest on bond No. 25, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 40. One Thousand Pounds Sterling. No. 40.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of June, 1840, and in each and every year until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Due 1 June, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 40, due 1st June, 1840.

H. MOSELEY,
Cashier.

No. 26. One Thousand Pounds Sterling. No. 26.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted to Messrs. William and James Brown & Co. in the full and just sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Messrs. William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and

forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the [L. S.] seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer pounds sterling, being half-yearly interest on bond No. 26, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 32. One Thousand Pounds Sterling. No. 32.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Messrs. William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the said Bank of Mississippi hath signed, and the cashier hath countersigned, [L. S.] these presents, and the directors has caused the seal of the corporation to be affixed thereto, at the said bank in

Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 32, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 34. One Thousand Pounds Sterling. No. 34.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Messrs. Wm. and Jas. Brown, on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of May, 1840, in each and every year, until the payment of the principal of this bond. Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, and these presents, and the board of directors has caused [L. S.] the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 34, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 23. One Thousand Pounds Sterling. No. 23.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November, and on the first day of May, in each and every year, until the payment of the principal of this bond. Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the [L. S.] seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 23, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 22. One Thousand Pounds Sterling. No. 22.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, in the year of 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of November, and on the first day of May, in each and every year, until the payment of the principal of this bond. Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of this Bank of Mississippi hath signed, and the cashier hath countersigned
[L. S.] these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds, being half-yearly interest on bond No. 22, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 31. One Thousand Pounds Sterling. No. 31.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of Messrs. Wm. and Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November, and on the first day of May, in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed and the cashier hath countersigned these presents, and the board of directors has caused the seal of the
[L. S.] corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling; being half-yearly interest on bond No. 31, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 27. One Thousand Pounds Sterling. No. 27.

Know all men by these presents, that the bank of Mississippi acknowledges itself indebted unto *unto* Messrs. Wm. & Jas. Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of the said Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-anually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said bank of Mississippi hath signed and the cashier hath countersigned these presents, and the board of directors has caused the seal of the [L. S.] corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling; being half-yearly interest on bond No. 27, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 30. One Thousand Pounds Sterling. No. 30.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & Jas. Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of said Wm. & James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs Denison, Heywood, Kennard & Co., in the city of

London; coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed and the cashier hath countersigned these presents, and the board of directors has caused the seal of [L. S.] the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 30, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 28. One Thousand Pounds Sterling. No. 28.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & Jas. Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of the said William & James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed and the cashier hath countersigned these presents, and the board of directors has caused the seal of the [L. S.] corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 28, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 29. One Thousand Pounds Sterling. No. 29.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co. on the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi has signed, and the cashier hath countersigned, these presents, and the board of directors has caused [L. S.] the seal of the corporation to be hereunto affixed, at the said bank, in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1st May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 29, 1st May, 1840.

H. MOSELEY,
Cashier.

On the 17th day of April, A. D. 1843, the following Exhibit B. was filed, to wit:

Exhibit B.

Bank of Mississippi in account with Brown Brothers & Co.

1839.

Dec. 13, To interest Dr. to 1st Dec., 1840, from remittance to Brown, Shipley & Co., £650, at 9½ per cent., $3,163 32

Dec. 13,	Int. 353 at 6 per cent. per an., .	186 09	
		3,349 41	
1840.			
Oct. 7,	To bal. of Brown, Shipley & Co., annexed, ...	130,723 17	
			134,073 17
	Cash, 1st Dec., 1840, . .	1,340 73	
1839.			
Nov. 29,	By balance of account, . .	3,525 62	
	Cash, 30th Nov., 1839.		
	Int. 1 year, at 6 per cent., .	211 56	
	By Balance, ...	3,737 18	
		130,335 99	
			134,073 17
	To Balance brought down.		
	Cash, 1st Dec., 1840, . .	130,335 99	

BROWN BROTHERS & CO.

E. E., N. York, 7th Oct., 1840.

1840.			
Dec. 1,	To balance brought down, cash, Dec. 1, 1840, . . .	130,335 99	
1841.			
Dec. 1,	. . . . .	10,426 87	
		$140,726 86	

Bank of Mississippi in account with Brown Brothers & Co.

1840.			
To balance of Brown, Shipley & Co., as transferred, by them annexed, cash, 1st July, 1840, in England, . . .	$25,906 30		
Add interest to 1st Sept., being a sixty-day bill, remitted 1st June, 1840, from New York, would mature in England, say 62 days, at 5 per cent. premium,	220 06		
Add the exchange of 8¼ per ct. prem., .	26,126 36		
Cash, 1st June, 1840, . . .		125,695 92	
Add interest to 1st Dec., 1840, at 8 per cent. per annum, ...		5,027 84	
		$130,723 76	

BROWN BROTHERS & CO.

E. E., New York, 7th Oct., 1840.

Bank of Mississippi Dr., with Brown Brothers & Co.

1841.		
Nov. 2,	To balance cash, 1st Dec., 1841, . .	$140,762 86
	To interest 1st Dec., 1842, 1 year, at 8 per cent. per annum, ...	11,261 90
	Cash, 1st Dec., 1842, ...	$152,023 90

BROWN BROTHERS & CO.

E. E., New York, 14th Nov., 1842.

On the 17th day of April, A. D. 1843, the following Exhibit C. was filed, to wit:

Exhibit C.

Daniel Bradford, M. V. Thompson, J. L. Chapman, 24th Feb'y, 1840, David Suggett on eight promissory notes, dated Feb. 24th, 1840, each for $984, payable at 1, 2, 3, 4, 5, 6, 7, and 8 years, the seven last mentioned bearing 8 per cent. per annum, conveys the following tracts or parcels of land, in the county of Washington: North half of section 19; to half of section 17; north half of section 20; east half of section 18; west half of the southwest quarter of section 20; east half of southeast quarter of section 19; all in township 15, range 8 west, containing about 1420 acres, in which said Bradford claims an interest of one undivided half; also an undivided interest amounting to 900 acres in the following lands, viz.: section 4 in township 17, range 7 west; west half of southwest quarter of section 3; east half of section 9; west half of section 10; northwest quarter and east half of southwest quarter of section 15; south half and northwest quarter of section 22, all of section 27; west half of section 26; east half of northeast quarter of section 21; west half of southwest quarter of section 23, all in township 17, range 7 west; also conveys negro slaves—an undivided half of the following negro slaves: Lloyd, 4; Jack, aged about 36 years, Henry about 35 years, Alex. 2, Ishum about 28 years, Belding about 26 years, Matilda 2, Mose about 27 years, Jenny about 30 years, Sarah 4, Perry about 27 years, Henry about 20 years, Will 6, Alfred about 19 years, Joseph about 16 years, Amanda 3, Lawrence about 23 years, Jane 24, Betty 47, Ellen 28 years.

Daniel Bradford continued: Amy 27 years, Sally 26 years, Jane, John 6 years, 23 years, Maria 22 years, Eliza 26, Pessy 2, Maria 25 years, Patsey 21 years, Lucy 23, Allen 2 years, Eveline 24 years, Ann 23 years, Margaret 3, Bell 20 years, Mose 22 years, Sucky 11 years, Louisa 10 years, Alice 9 years, Ben 9 years, Hellen 5 years, Jane 4, Agnes 3; and also whole of the following, viz.: Prince 34 years old, Harriett 30 years, Mimy 14 years, Henrietta 13 years, Vestey 11 years, May 10 years, Edward 8 years; the

title warranted and defended, except against the claims of David H. Threlkeld, who the said Bradford has secured by mortgage; the plantation since sold to Threlkeld.

John L. Chapman, 1st January, 1840; securities F. G. Turnbull, Thomas Kershaw, on eight promissory notes, all dated Jany., 1840, for $1360, $1795, each payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the seven last paying interest at 8 per cent. from date, conveys the following described tract of land and slaves, to wit: One equal undivided moiety of about 960 acres of land lying in said county of Washington, on the west bank of Lake Washington, being designated as lots three, four, five, six, seven, and eight, in section fourteen, and lots one, two, three, four, five, and six, in section fifteen, all of township fourteen, and range eight west, together with an undivided moiety of the following named slaves on said plantation: Henry, Milton, Shelton, Belfield, Peter, Sam, Ned, Wilson, Ralph, Hamilton.

John L. Chapman, continued, conveys Boston, Frank, Little Phil, Jim, Blank, Henry, Anthony, Isaac, Ephraim, John, Newton, Willis, Ben, Bill, Baker, Bill, Fisher, Granderson, Henry, Edmund, Joe, Sally, Baker, Sally, Shotwell, Fanny, Amanda, Eliza, Fisher, Eliza, Miller, Leah, Lucy, Agnes, Clarissa, Cynthia, Polly, Ann, Julia, Matilda, Patsey, Minna, Harriet, Elizabeth, Rosetta, Vina, Hannah, Minerva, Mary, Jane, Celia, America, Kitty, Caroline, and Clarissa. The title guaranteed and delivered to H. Moseley, 29th May, 1840.

F. G. Turnbull, dated thirteenth December, 1839; securities, John Turnbull and Andrew Turnbull, on eight promissory notes, all dated the 30th December, 1839, each $10,869 35, $1358, payable 1, 2, 3, 4, 5, 6, 7, and 8 years, after the seven last to bear interest from the date of each note, conveys lots No. 6, 7, and 8, of section No. 7, township No. 14, range No. 8 west; also lot No. 1 and sixty acres of lot No. 2, of section No. 8, of the same township and range as above, retaining three hundred and eighty acres, more or less, all of which land is known as above described on the maps of the General Government at Mount Salus, and all lying on Lake Washington, in the county of Washington. The title guaranteed, delivered to H. Moseley, 29th May, 1840.

Catharine S. Prince, dated 29th January, 1840; securities, J. G. Cox and D. F. Blackburn, on eight promissory notes, each for $193, all dated 29th January, 1840, and to be paid 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the seven last bearing interest from date of each note, conveys lot 4 of section 14, township 14, range 9 west, lying, and being, and situated in the county of Washington. The title guaranteed, delivered to H. Mosely, 29th May, 1840.

John G. Cox, dated 27th December, 1839; securities, Andrew Knox and Alfred Cox, on eight promissory notes, each for $1808, all dated 26th December, 1839, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, $44 64, the seven last bearing from the date of

each note, conveys lot four of section twenty-five, lot one of section twenty-five, and lot one of section nineteen, with the exception of about two acres, heretofore conveys to Anderson Miller, all in township fourteen, range nine west, lying, being, and situate in the county of Washington, and containing about 242 acres, together with the following slaves, viz.: George aged 22 years, Dick 21, Peter 21, Sam 20, Allen 20, Jim 18, Henry 35, Netty 19, Amelia 19, Charlotte 18, Julia 17; eleven in all, 11 slaves. The title guaranteed, delivered to H. Moseley, 29th May, 1840.

Alfred Cox; securities, dated 19th December, 1839; sale of lot to bank. Andrew Turnbull, dated 27th December, 1839; securities, John Turnbull and Frederick G. Turnbull, on eight promissory notes, all dated the 24th December, 1839, payable 1, 2, 3, 4, 5, 6, 7, and 8 years, for $827 each, 6616, the seven last bearing interest from the date of each note, conveys section two in township thirteen, range nine west, lying, being, and situated in the county of Washington, containing 655 acres, more or less. Title guaranteed, delivered to H. Moseley, 29th May, 1840.

Aug. W. McAlister, dated 10th January, 1840; securities, William P. Montgomery and A. B. Montgomery, on eight promissory notes, all dated 10th January, 1840, payable each for the sum of $554 in 1, 2, 3, 4, 5, 6, 7, and 8 ($4432) years, with interest from that date, conveys west half of southeast quarter of section No. 35 of township No. 18, of range No. 8 west, containing eighty acres; east half of the northwest quarter of section 35 of township No. 18, of range No. 8 west, containing eighty acres; east half of the southwest quarter of section No. 34, of township No. 18, of range No. 8 west, containing eighty acres; west half of the northeast quarter of section No. 34, of township No. 18, of range No. 8 west, containing eighty acres; west half of the northwest quarter of section No. 34, of township No. 18, of range No. 8 west, containing eighty acres; east half of the northeast quarter of section No. 33, of township No. 18, of range No. 8 west, containing eighty acres. August W. McAllister continued: East half of the northeast quarter of section No. 33, of township No. 18, of range No. 8 west, containing eighty acres; west half of the southwest quarter of section No. 31, of township No. 18, of range No. 8 west, containing eighty acres; also the following negroes, viz.: Tom, Beal, Dublin, Modecia, Bob, Andrew, Tom, Lindsey, William, Sam, Charles, Greenville, Isabella, Ely, Sally, Nelly, and Hannah, slaves, seventeen. Title warranted, delivered to H. Moseley, 29th May, 1840.

Walter C. Lofton, dated 22d January, 1840, securities Alfred Cox and Robert P. Shelby, on 8 promissory notes, each dated 2d January, 1840, for $476 each, payable 1, 2, 3, 4, 5, 6, 7 and 8 years ($3808), bearing interest, the seven last from that date, conveys the following tracts, or parcels of land, lying and being situated in the county of Washington. North half of section one, township

13, range 8 west; the northeast quarter, and the east half of the northwest quarter, and the south half section thirty-six, township 14, range 8 west; and the north half of the southwest quarter, and the west half of the northeast quarter of section thirty-one, township 14, range 7 west, containing altogether about ten hundred and forty acres, be the same more or less. Title warranted and delivered to H. Moseley, 29th May, 1840.

Alfred Cox, dated 29th February, 1840, securities John G. Cox and Andrew Knox, on 8 promissory notes, each for $2400, all dated 1 January, 1840, payable 1, 2, 3, 4, 5, 6, 7 and 8 years ($19,200), the seven last bearing date and interest from that date, conveys, to wit: lots 3, 4, 5, 6, 7 and 8 of section 7; lots 1, 2, 3 and 4, section 8; and lot 2 of section 26, except 50 acres, in which the town of Princeton is situated, all in township 14, range 9 west; containing 847 acres of land more or less; and the following slaves: Marshall aged 35, Toney 25, Charles 25, Miles 30, Ephraim 25, Jerry 23, Riley 25, Frank 35, Bob 21, George 23, Ned 30, Charles 28, Silas 16, Henry 9, John 15, Silas 4, Henry Miles 2, Wm. Gully 2, Mahala 18, Letty 16, Betsey 35, Milly 21, Isabella 30, Jane 16, Catharine 16, Judy 30, Nancy 35, Lucy 25, Harriette 14, Jane 13, Sina 11, Maudy 4, Tenny 2. Title warranted, delivered to H. Moseley, 29th, 1840.

C. R. Bass, dated 23d March, 1840, Francis Penrice and James B. Jackson, on 8 promissory notes, each for $816, dated 11 March, 1840, payable in 1, 2, 3, 4, 5, 6, 7 and 8 years, the seven last bearing interest from that date, conveys to wit: lots 1 and 2 of section seven, and lots 3, 4, 5, 6, 7 and 8 of section 6; section 22; lots 3, 4 and 5 of section 23, all in township 14, range 9 west; containing about acres, lying, being and situated in the county of Washington. Title warranted, delivered to H. Moseley, 29th May, 1840.

George W. Ward, dated 8 April, 1840, securities Junius Ward and D. M. Flournoy, on 8 notes, each $468, dated the 8th April, 1840, payable 1, 2, 3, 4, 5, 6, 7 and 8 years after date thereof, conveys; to wit: half of the following, the north of section 19; north half of section 20; north half of section 17; east half of section 18; west half of southwest quarter of section 21; and the east half of southeast quarter of section nineteen; all in township 15, range 8 west; containing about 1420 acres. Title warranted and delivered to H. Moseley, 29th May, 1840.

G. F. Blackburn and Evan W. Shelby, dated 4 January, 1840; securities Wm. Hunt and John G. Cox, on 8 promissory notes, each for $639, dated 4th January, 1840, payable in 1, 2, 3, 4, 5, 6, 7 and 8 years after date, the seven last bearing interest from the date thereof; conveys lot No. 3, of section No. 24, of township No. 14; of range No. 5 of same section, township, and range, containing 112 51-100 acres; also lots No. 2 and 6 of same section, township and range, containing 160 acres; and also a part of lot No. 2 of section

No. 19, of township No. 4, of range 9 west, containing 63 acres more or less, of which land is known as above described on the map of the General Government at Mount Salus, on all lying on Lake Jackson, in the county of Washington. Slaves: Martha aged about 20 years, and her child aged about six months, Grandison aged about 14 years, and Pallace about 14 years. Title warranted and delivered to H. Moseley, 29 May, 1840.

William P. Montgomery, dated 10 January, 1840; securities Alex. B. Montgomery and August W. McAllister, on 8 promissory notes, each $279, all dated 10th January, 1840, payable 1, 2, 3, 4, 5, 6, 7 and 8 years, and dated ($2232); the seven last bearing interest from that date; conveys section eleven, township 17, range 8 west. Title warranted, &c.

John Turnbull, dated 27 December, 1839; securities Andrew Turnbull and Frcdk. G. Turnbull, on 8 promissory notes, each $1350, dated 24 December, 1839, payable 1, 2, 3, 4, 5, 6, 7 and 8 years after date, the seven last bearing interest from that date; conveys lot 5 in section 15; lots 1 and 2 and 6 in section 22; southwest quarter of section 23; lots 1, 2, 3, 5 and 6 of section 26; lots 2 and 3 of section 27; lots 2 and 4 of section 36, all in township 13, range 8 west; lots 4, 5, 6, 7 and 8 of section 27; north half of section 28, in township 13, range 8 west; and the whole of lots 1, 2, 3, 4 and 5, in section 14, in township 13, range 9 west; lying, being and situated in the county of Washington, containing 1700 acres, more or less. Title warranted.

Robert P. Shelby, dated 22 December, 1840; securities Andrew Knox and Alfred Cox, on 8 promissory notes, all of date 22 December, 1840, the first for $5487 37, payable 60 days; the seven last each for $1284, payable 1, 2, 3, 4, 5, 6 and 7 years, and Robert P. Shelby continued, bearing interest at 8 per cent. from the date; conveys the northeast quarter, and east half of northwest quarter, and southeast quarter, east half of southwest quarter, northwest quarter, west half of southeast quarter section eleven; and the southwest quarter section 12, all lying in township No. 12, range 7 west, in the county of Washington; also the following slaves: Little Sol aged 20, Morris 18, Little Tim 16, Jacob 25, John 11, Ellen 35, Alfred 7, Little Henry 11, Jefferson 26, Colbert 28, Nance 30, Little Mary 14, Isaac 40, Cato 30, Jesse Scott 30, Moses 30, Lockhart 24, Jeff 16, Dick Jones 35, Jim Crow 32, Squire 35, Ready 18, Dick Micken, Sargeant 18, Dicy 18, Peggy 28, Mariah 18, Eveline and child 22, Patty 45, Eliza 16, Dalilah and two children 27, Sarah 9, Solomon Bennett 30, Solomon Blackwell 24, Jim Liggins 26, Henry Rowden 30, John Spencer 17, Ira 17, Bob 24, Little Peter 20, Tom 23, Lucy Scott and child 24, Rachel 18, Harriett 14, together with their increase. Title warranted, delivered to H. Moseley, 30 March, 1841.

William A. Dromgroole, dated 30 November, 1840, securities,

Council R. Bass and Fred. P. Planton, 7 promissory notes, each $705, of date 9 November, 1840, payable 1, 2, 3, 4, 5, 6, and 7 years after date, bearing interest from date, conveys the front part of lots 3, 4, 5, 6, 7, and 8 of township 14, range 8 west, containing about 250 acres, it being William A. Drumgroole, continued the tract of land lying on the west side of Lake Washington, on which the said Drumgroole now lives, and the following slaves: Shadrah, aged 25 years, Big George, 24, Hannah, his wife, 25, Nat 23, Mariah, his wife, 22, Nassau, 21, Little George, 20, and Fanny, 30, being eight in number, together with their natural increase. Title warranted; delivered to H. Moseley, 30 March, 1841.

Thomas Kershaw, dated 17 January, 1840, securities Frederick G. Turnbull and John L. Chapman, on 8 promissory notes, each $1919, dated 26 December, 1839, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the last seven of which bear interest from date, conveys lots number one, two, three, and four in section 10, in township 14, range 9 west; also lots five, six, seven, and eight in section nine, same township and range, containing altogether 1365 acres, more or less; also the following slaves: Caroline aged 30, Ellen 8, Rose 30, Peter Green 17, Goode 25, Violet 25, Dick 17, Limmerick 14, Simpson 13, Little Violet 17, Paul 18, Shadrach 30, Nanny 30, Abbey 2 years, and child, Peter Horn 35, Lucy 18, Balfour 16, Jenny 19, Robin Cunningham 20, Margaret 18, Violet 16. Title warranted; delivered to H. Moseley, 29 May, 1840.

Andrew Knox, dated 27 December, 1839, securities John G. Cox and Ambrose Knox, on 8 promissory notes, each 27 December, 1839, $2877, payable 1, 2, 3, 4, 5, 6, 7, and 8 years, the last seven bearing interest from that date, conveys the following tracts or parcels of land, and bounded as follows, beginning on the Mississippi river, on the sectional lines between sections seven and eight, in township 17, range 9 west, thence east with said line to the centre of a lake called Grendlis lake, thence down the centre of said lake southeastwardly, to the line between lots 2 and 3, in section 9, thence south across the township line, to the dividing line between lots six and seven, in section three, township sixteen, range nine west, thence west with said last line to the Mississippi river, thence with the said river to the beginning, lying, being, and situated in the county of Washington, and containing 1000 acres, more or less, also the following slaves: Dick 40 years old, Reuben 35, Jerry 18, Clary 17, David 24, Bill 19, Tim 19, Henry 16, Prude 15, Harriet 15, and the increase of the females. Title warranted; delivered to H. Moseley, 29th May, 1840.

Charles Turnbull, dated 28 December, 1839, securities John Turnbull and Andrew Turnbull, on 8 promissory notes, each dated 27 December, 1839, for $169, each payable 1, 2, 3, 4, 5, 6, 7, and 8 years, the seven last bearing interest from that date, conveys lot No. 4 in the square in the plot of the town of Princeton, it being the place in which he now resides, containing about 5 acres.

Ambrose Knox, dated 4 January, 1840, securities Andrew Knox and David Blackburn, on 8 promissory notes, each for the sum of $1324, dated 3d January, 1840, payable in 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the seven last bearing interest from that date, conveys the following tracts or parcels of land, viz.: The west half of the southeast quarter of section 31, also lots 1, 2, 3, and 5, of section 30, also the northwest quarter of section 31, also the southwest quarter of section 31, and lots 6 and 7 of section 30, all in township 14, range 9 west, lying, being, and situated in the county of Washington, and containing about 956 acres, more or less, also the following slaves, viz.: Adderson about 26 years old, Tom 24, Jim 25, Mat 25, Simon 22, Jordan 22, Reuben 28, Joe 30, Willis 27, Abram 17, Jeff 28, Abram 30, Jenny 26, Menick 20. Title warranted; delivered to H. Moseley 29 May, 1840.

Injunction Bond. Filed April 17, 1843.

The State of Mississippi, Superior Court of Chancery.

Know all men by these presents, that we, William Brown, George Brown, John Alexander Brown, James Brown, Stuart Brown, William Brown, Joseph Shipley, John Moore, Priestman, Samuel Nicholson, Johnson McClanahan, and Herman H. Perry, merchants, doing business under the name, firm, and style of Brown Brothers & Co., James Elliot, Robert Cochran, and William Camel Walker, are held and firmly unto the Bank of Mississippi. Frederick G. Turnbull, John G. Cox, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Sugett, Augustus McAllister, and William Penrice, in the sum of fifty thousand dollars, to be paid to the said Bank of Mississippi, Turnbull, Cox, Blackburn, Knox, Chapman, Suggett, McAllister, and Penrice, their heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, firmly by these presents, sealed with our seals, and dated the 17th day of April, one thousand eight hundred and forty-three, the condition of the above obligation is such that whereas the above bound Brown Brothers & Co. has this day obtained from the Hon. Robert N. Buckner, Chancellor of the State of Mississippi, an injunction to restrain the said Turnbull, Cox, Blackburn, Knox, Chapman, Suggett, McAllister, Penrice, individually as directors of said bank, from collecting, compromising, or settling any debts due said bank, from releasing and discharging any of said debts or securities therefor, or from disposing of the property or assets of said bank, and from further exercising any power over the trust or trust funds of said bank, except for the safe keeping of the same until the same can be heard and determined in the Honorable the Superior Court of Chancery of the State of Mississippi.

Now if the said Brown, Brothers & Co., in the case the said in-

junction shall be dissolved, shall, within thirty days thereafter, well and truly pay and satisfy all damages that may result from suing out said injunction wrongfully, and pay costs, and abide by and perform the decree of said Chancery Court, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

BROWN BROTHERS & CO.
Per ROBERT COCHRAN, [SEAL.]
Their Attorney in fact.
J. ELLIOTT. [SEAL.]

Signed, sealed, and delivered
in presence of
ROBERT COCHRAN. [SEAL.]
W. C. WALKER. [SEAL.]

And on the 2d day of April, 1843, the following notice was filed, to wit:

To Frederick G. Turnbull, John G. Cocks, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus W. McAllister, William J. Penrice, Robert P. Shelby, and Andrew Knox, and A. B. Montgomery, and W. P. Montgomery, individually, and as directors of the Bank of Mississippi.

Take notice, that on Tuesday, the 6th day of June next, at the Chancery Court room, in the city of Jackson, State, we shall move the Honorable Robert H. Buckner, chancellor of the State of Mississippi, to appoint a receiver to take possession of and hold, subject to his order as chancellor of the State, the property, estate, and effects, and the books, bills, notes, and assets, of whatever nature and description, belonging or appertaining to the Bank of Mississippi, in the hands of whomsoever they may be; when and where you may resist said motion if you see proper.

BROWN BROTHERS & CO.
By PRENTISS & GUION,
Their Attorneys.

April 14, 1843.

Subpœna.

The State of Mississippi. Superior Court of Chancery of the State of Mississippi, to wit:

To Frederick G. Turnbull, John G. Cox, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus McAllister, and William Penrice, greeting:

For certain causes offered before us in our Superior Court of Chancery of the State of Mississippi, we command and strictly enjoin you, that, laying all other matters aside, and notwithstanding any excuse, you personally appear at the Superior Court of Chancery, to be holden at the court-room in the city of Jackson, on the first

Monday in June next ensuing, to answer a bill of complaint exhibited against you and others by Brown Brothers & Co., complainants in our said court, and further to do and receive what our said court shall have considered of this behalf; and this you shall in no wise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereon, and have then and there this writ.

Witness the Honorable Robert H. Buckner, chancellor of the State of Mississippi at the city of Jackson, the first Monday in December, in the year of our Lord one thou-
[L. S.] sand eight hundred and forty-two, and of the sovereignty and independence of the United States of America the sixty-seventh.

Issued the 17th day of April, 1843, to the sheriff of Washington county to execute and return.

R. L. DIXON,
Clerk.
By F. N. HARALSON,
D. C.

Sheriff's Return.

Executed the within writ personally on John G. Cocks and D. F. Blackburn, April 19th, 1843; on Ambrose Knox, R. P. Shelby, and William J. Prince, personally, April 20th, 1843; on Augustus W. McAllister and David Suggett, personally, April 22d, 1843; on John L. Chapman, by leaving a copy at his residence with a white member of his family, April 20th, 1843; on F. G. Turnbull, by leaving a copy with a white man, a member of his family, April 22d, 1843.

JOHN FULTON,
Coroner of Washington county,
there being no sheriff in office.

Subpœna.

The State of Mississippi. Superior Court of Chancery of the State of Mississippi.

To Frederick G. Turnbull, John G. Cox, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus W. McAllister, and William Penrice, individually, and as directors of the Bank of Mississippi, your counsellors, agents, and attorneys.

Whereas, it has been represented to us in our Superior Court of Chancery, on the part of William Brown, George Brown, John A. Brown, James Brown, Stuart Brown, William Ezra Brown, Joseph Shipley, John Moore Priestman, Samuel Nicholson, Johnson McLanahan, and Herman H. Perry, merchants and partners of the firm of Brown Brothers & Co., complainants, that they have lately exhibited their bill of complaint against you, the said Frederick G.

Turnbull, John G. Cox, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus McAllister, and William Penrice, individually and as directors of the Bank of Mississippi, defendants to be relieved touching the matters in said bill contained, we therefore in consideration of the premises and of the allegation in said bill contained, strictly enjoin and command you the said Frederick G. Turnbull, John G. Cox, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus W. McAllister, and William Penrice, individually, and as the directors of the Bank of Mississippi, your counsellors, agents and attorneys, as aforesaid, under the penalty of fifty thousand dollars, to be levied of your goods, chattels, lands and tenements, to our use, that you absolutely refrain from collecting, compromising, or settling any debts due said bank, from releasing and discharging any of said debts, or any securities therefor, or from disposing of the property or assets of said bank, and from further exercising any power over the trusts and trust funds of said bank, except for the safe-keeping of the same and from any further proceedings against the said complainants, touching any of the matters in said bill contained, until our said Court shall make another order to the contrary.

Witness the Honorable Robert H. Buckner, chancellor of the State of Mississippi, at the court-room, in the town of Jackson, the first Monday in December, in the year of
[L. S.] our Lord, one thousand eight hundred and forty-two, and of the sovereignty and independence of the United States of America the sixty-seventh.

Issued the seventeenth day of April, 1843, to the sheriff of Washington county.

R. L. DIXON,
Clerk.
Pr. F. N. HARALSON,
Deputy Clerk.

Sheriff's Return.

Executed the within writ, personally on John G. Cocks, and D. F. Blackburn, April 19, 1843, on Ambrose Knox, on Robert P. Shelby, and William J. Penrice, personally, April 20th, 1843, on Augustus W. McAllister, and David Suggett, personally, April 22d, 1843, on Jno. L. Chapman by leaving a copy at his residence, with a white member of his family, April 20, 1843, on F. G. Turnbull, by leaving a copy with a white member of his family, April 22d, 1843.

JOHN FULTON,
Coroner of Washington County, there being no sheriff in office.

Injunction.

The State of Mississippi.

Superior Court of Chancery, of the State of Mississippi, to wit: To the Bank of Mississippi, greeting:

For certain causes offered before us, in our Superior Court of Chancery of the State of Mississippi, we command and strictly enjoin you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at the Superior Court of Chancery, to be holden at the court-room, in the city of Jackson, on the first Monday in June next ensuing, to answer a bill of complaint exhibited against you and others, by Brown, Brothers & Co., complainants, in our said court, and further to do and receive what our said court shall have considered of in this behalf, and this you shall in no wise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereon, and have then and there this writ.

Witness, the Honorable Robert H. Buckner, chancellor of the State of Mississippi, at the city of Jackson, the first [L. S.] Monday in December, in the year of our Lord one thousand eight hundred and forty-two, and of the sovereignty and independence of the United States of America, the sixty-seventh.

Issued the 17th day of April, 1843, to the sheriff of Washington county, to execute and return.

R. L. DIXON,
Clerk.
Pr. F. N. HARALSON,
Deputy Clerk.

Sheriff's Return.

Executed on F. G. Turnbull, president of the board of directors, by leaving a copy at his residence with a white man of his family, April 22d, 1843, and on W. M. Willoughby, cashier, on the 19th of April, 1843, by personal service.

JOHN FULTON,
Coroner of Washington County, there being no sheriff in office.

Answer of the Bank, filed April 7th, 1837.

To the Honorable Robert H. Buckner, Chancellor of the State of Mississippi.

The answer of the Bank of Mississippi, in its corporate capacity, and the answer of Frederick G. Turnbull, John G. Cocks, David F.

Blackburn, John L. Chapman, David Suggett, William J. Penrice, Robert P. Shelby, and Augustus W. McAllister, in their individual capacity, to the bill of complaint of William Brown, George Brown, John Alexander Brown, James Brown, Stuart Brown, William Ezra Brown, Joseph Shipley, John Moore Priestman, Samuel Nicholson, Johnson McLanahan, and Herman H. Perry, merchants, doing business under the firm, name and style, in the city of Liverpool, and in the city of New York, of Brown Brothers & Co., complainants, against these defendants.

These defendants now at all times saving and reserving to themselves all advantages and benefit of exception to the errors and imperfections contained in said bill of complaint, of said complainants, for answer thereto, or so much thereof as they are advised is material for them to make answer unto, they answering, admit that they are, or compose, a corporate institution, called the Bank of Mississippi, and these defendants expressly and absolutely deny that they are indebted to the complainants in their individual capacity; that they have conducted the affairs of said bank in any manner so as to render them liable; they also expressly deny that the Bank of Mississippi is not indebted to complainants in the sum set forth in their bill of complaint, but that said bank is indebted in the manner and form and amount set forth in the account herewith filed, marked Exhibit A., and prayed to be made a part of this answer; the amount due other creditors of said bank is sixty-one thousand and ninety-six dollars and fifty-seven cents, as per exhibit filed, marked E., and prayed to be taken as a part of this bill; defendants admit that said bank has suspended specie payments, but have retained a large number of their privileges, as can be shown by reference to the acts of the legislature in relation to said bank; these defendants expressly deny that they have assumed upon themselves the responsibility of character of directors of said Bank of Mississippi, but that on the contrary, they were duly elected and appointed by the stockholders of said institution to superintend, manage and conduct the affairs and concerns of said bank; that they were not placed there imagination of the complainant suggests as trustees, but as directors of said bank, to conduct the concerns thereof with honesty and fidelity to their employers, and at the same time looking with great attention to the interest of the creditors, these defendants positively deny that complainants were refused, at all times, access to the books of said bank, but that one Robert Cochran, said to be the agent of said complainants, had access thereto; that the assets of said bank, and affairs thereof, are as stated in "Exhibit B.," herewith filed, and prayed to be taken as a part of this answer; that said bank had no means of preventing a sale of said banking house, iron safe, and other property; that they had no available funds in their vaults, nor have they any this time, by which they could prevent the Leyand sale, under the executions then outstand-

ing against them; that the banking house was located near the Mississippi river, when the banks were then caving and crumbling away; that it was difficult to find a purchaser, considering the uncertain position it then occupied; that said banking house was sold to one Thomas W. Endicott for the sum of fourteen hundred dollars ($1400), and not for the sum of ($1200), as stated in said complainant's bill, in the circulation of said bank; that said Endicott afterwards sold the same to one C. R. Bass, for the sum of $1200 dollars, payable in the notes of the said Endicott; that the said iron safe, together with the vault, sold for the sum of two hundred and twenty-five dollars; that the purchaser permitted said bank to continue in possession of said safe, and still permit the books and papers to remain in the same; that the iron safe was exposed to the weather for the space of about five weeks, when it was removed to the house of T. W. Endicott, where it now remains; that no injury occurred to the safe, of its contents, during its exposure; that the purchaser never did, at any time, threaten or endeavor to take possession of said safe; that said iron safe, from the erection of said banking house, remained exposed to the open air for several months; that the mortgages of John G. Cox, and Alfred Cox, deceased, made to secure their debts to this bank, have not been released, as charged by complainants, but that the same remains in full force and validity; that a committee of the board of directors was appointed some time since, with full powers to arrange or compromise the debt of J. G. and Alfred Cox; that in pursuance of the authority vested in them, said committee made an arrangement with Philip A. Cox, by which it was intended to discharge the debts of said John G. and A. Cox by the transfer to the said bank of certain real estate formerly owned by said Alfred Cox; and a writing, setting forth said agreement, was signed by said committee, to wit, by J. L. Chapman, and D. F. Blackburn, and Ambrose Knox; before the same was handed into the board for action, the committee determined to decline such a report to the board; accordingly no report was made to said board of directors of the action of said committee, and nothing was done by said committee which this board considered binding upon the bank, and your respondents further state that they disapproved the arrangement said committee at one time proposed to make with the said P. A. Cocks, for the settlement of the debts of the said John G. Cocks and Alfred Cocks, and that they never will ratify the same unless compelled so to do by law. For the more full understanding of this subject, your respondents herewith submit a copy of the resolutions appointing said committee, marked "Exhibit C.," prayed to be taken as part of this answer, and also a copy of the agreement or report, marked "Exhibit D.," and prayed to be taken as a part of this answer, which the said committee at one time intended to make, and that the cashier of said bank acted on said report, and carried it into effect, as far as he

could do so, by paying over the money, making the necessary indorsement on the note of said A. and J. G. Cocks, and by receiving the release of said P. A. Cocks for the lands by which some debts were to be discharged; but your respondents aver that said acts of the cashier were wholly unwarranted by this board, that said arrangement was never approved by your respondents, as directors of said bank or otherwise, and they will never ratify the same unless compelled to do so by law; but your respondent, John G. Cocks, dissents from the answer of this co-defendant in this behalf, in so far that he believes that this arrangement, made by said committee, with P. A. Cocks for the settlement of the debts of Alfred and John G. Cocks, is valid and binding on the parties thereto, and that the arrangement was such as would conduce to the advantage of the bank, and ought to be ratified by the board of directors, and respondent Blackburn should not be understood as expressing any opinion as to the effect of said arrangement as proposed to be made between the committee and P. A. Cocks.

And further, that the debt of said John L. Chapman, in all to the sum of sixteen thousand dollars, or thereabouts, and not to the sum of thirty-seven thousand dollars, as stated in complainant's bill; that the said Chapman mortgaged to said bank for better securing of said debt the undivided moiety of said land and sixty negro slaves; that said Chapman held a note payable to himself, and due from one M. V. Thompson, which could not be made available for the payment of this, or any other debt by said Chapman, unless he could release the undivided moiety of land aforesaid from its liability to said bank, having sold the same to said Thompson, and that the said bank, confidently relying on the pledges and promises of said Chapman, and also upon the ample security still retained for the payment of the debt due to said bank from said Chapman, to wit: a mortgage upon thirty slaves, did release the mortgage as to the undivided half of 960 of land, supposing thereby that the collection of said debt would be facilitated, but your respondents, A. W. McAllister and David Suggett, but would state that they were not present when said arrangement for the release of said Chapman land was made; that they had no knowledge of the transaction until some time after it occurred, and that they disclaim all participation in, or responsibility therefore, although no reason to believe that the security still retained for the debt is insufficient; and respondents say that said Chapman was duly elected a director of said bank, and fully authorized to act as such; that these defendants admit that said Chapman was not a stockholder in said bank; said defendants admit that they passed resolutions to receive in payment of debts due the bank certificates of stock in said bank at par, which resolution now stands unrescinded; that they passed said resolution confidently relying upon ample means of said bank to liquidate all claims then held against him without resort to the stock, and the stockholders of said

institution have never since the existence of said bank received one cent by way of dividend; that since the passage of these resolutions, having ascertained that some of the creditors of said bank have urged objections thereto, have determined not to act further under said resolutions; and said defendants further state that they have never received any benefit or compensation whatsoever for their exertion on behalf of said bank, all of which were purely gratuitous on their part, and they deny all combination or confederation charged against them in the said bill of complaint, all of which matters and things these defendants are ready to aver, prove and maintain as this honorable court shall direct, and pray to be hence discharged with their costs and charges in this behalf most wrongfully sustained.

MONTGOMERY & BOYD,
For Defendants.

JOHN G. COCKS.
D. F. BLACKBURN.
D. F. BLACKBURN,
President, pro tem.
DAVID SUGGETT.
WM. JAS. PENRICE.
A. W. McALLISTER.

Personally appeared before the undersigned, justice of the peace in and for the County of Washington, and State of Mississippi, David Suggett, John G. Cocks, William J. Penrice, David F. Blackburn, Augustus W. McAllister and David F. Blackburn, president pro tem. of the Bank of Mississippi, whose names are appended to the above answer, and make oath that the matters and things therein contained are true and correct so far as they are personally acquainted with the facts; all those obtained from the knowledge of others they believe to be true.

DAVID SUGGETT.
WM. JAS. PENRICE.
A. W. McALLISTER.
JOHN G. COCKS.
D. F. BLACKBURN.
D. F. BLACKBURN,
President pro tem. of the Bank of Mississippi.
W. M. WILLOUGHBY,
Cashier.

Sworn to and subscribed before me, this 16th May, 1843.

A. F. SMITH, [L. S.]
J. P.

Exhibit A., filed June 5, 1843.

Dr. Brown, Brothers & Co.,
In acc. current with the Bank of Mississippi.

1838.				
April	9. To Ex. 3 and 4 on W. & J. Brown & Co., £1600, .			$7155 55
"	" To prem. on ex. 150 bales cotton, ...			279 27
"	" To prem. on ex. 80 bales cotton, ...			279 27
"	19. To bills on W. & J. Brown & Co., £7329, . . .			32,573 34
"	" To Thomas Kershaw, prem. on 200 bales cotton, . .	$294 78		
"	" To John M. Carpenter, prem. on 90 bales cotton, . .	132 65		
"	" To Wm. Miller, prem. on 25 bales cotton, . . .	36 84		
"	" To A. W. Dumbar, prem. on 50 bales cotton, . .	73 67		
"	" To An. Knox, prem. on 230 bales cotton, . . .	324 27		
"	" To Thos. James, prem. on 67 bales cotton, . . .	98 75		
"	" To A. W. McAllister, prem. on 100 bales cotton, .	147 39		
"	" To Egg & Pape, prem. on 80 bales cotton, . . .	117 91		
"	" To Jno. Turnbull, prem. on 15 bales cotton, . .	22 11		
"	" To F. Penrice, prem. on 50 bales cotton, . . .	73 69		
"	" To A. Cox, prem. on 150 bales cotton, ...	221 08		
				1,543 51
"	27. To Check No. 24 returned and cancelled, . . .			500 06
May	6. To bill on W. & J. Brown & Co., Nos. 16 to 23, . .			24,391 11
"	" To W. H. Johnson, 96 bales, 6½, ...	186 17		
"	" To A. W. Goodloe, 61 bales, 6½, ...	118 30		
"	" To H. C. & R. Payne, 56 bales, 6½, . . .	108 60		

May	6. To Daniel Bradford, 50 bales, 6½,		96 97	
"	" To Chapman & Thompson, 122 bales, 6½,		236 62	
"	" To C. R. Bass, 100 bales, 6½ per cent.,		193 94	
"	" To Jno. M. Carpenter, 60 bales, 6½ per cent.,		116 37	
"	" To W. A. Drumgroole, 95 bales, 6½ per cent.,		184 24	
"	" To C. Gibson, 73 bales, 6½ per cent.,		141 57	
"	" To T. B. Warfield, 20 bales, 6½ per cent.,		38 79	
"	" To W. Hunt, 51 bales, 6½ per cent.,		98 91	
				1,520 48
"	14. To C. R. 79, returned and cancelled,			200 00
June	16. To bills No. 2, 3 and 4, on W. & J. Brown & Co., £131,			5,848 89
"	" To premium on W. Taylor, 53 bales,		106 89	
"	" To premium on R. E. Hammet, 52 bales,		104 89	
"	" To premium on John Turnbull, 21 bales,		42 34	
"	" To premium on W. G. Holmes, 25 bales,		50 42	
"	" To premium on W. P. Montgomery, 29 bales,		54 46	
"	" To premium on F. P. Plant,		20 17	
				379 17
1838.	To amount forwarded,			79,039 92
"	" To check 93, returned and cancelled,			400 00
"	" To bills Nos. 25, 6, and 7, £2548,			11,324 44
"	" To premium on A. B. Montgomery, 71 bales, 8 per ct.,		170 75	
"	" To W. Coleman, 23 bales, 8 per cent.,		55 31	
"	" To Andrew Knox, 120 bales, 8 per cent.,		288 59	
"	" To R. I. Turnbull, 150 bales, 8 per cent.,		360 73	
				875 38

Feb.	3. To bills on W. & J. Brown, and 28 and 9, £ , . .	16	10	7,155 56
"	" To premium on H. C. & R. Byrne, 27 bales, 8 per cent.,	75	41	
"	" To A. W. Goodloe, 34 bales, 8 per cent., . . .	94	95	
"	" To W. Benton, 17 bales, 8 per cent., ...	47	48	
"	" To W. H. Johnson, 28 bales, 8 per cent., . . .	78	19	
"	" To C. R. Bass, 20 bales, 8 per cent., ...	55	86	
"	" To Thomas Kershaw, 104 bales, 8 per cent., . .	290	45	
				642 34
Oct.	25. Bills on W. & J. Brown & Co., 30, 31, 32, and 33, .	29	75	13,222 22
"	" To premium on T. James, 33 bales, ...	81	92	
"	" To premium on F. R. Smith, 35 bales, ...	86	88	
"	" To premium on Z. Preston, 17 bales, ...	42	20	
"	" To premium on W. H. Johnson, 50 bales, . . .	124	13	
"	" To premium on J. & H. J. Butterworth, 55 bales, . .	161	35	
"	" To premium on McLin Evans, 43 bales, ...	106	75	
"	" To premium on D. F. Blackburn, 42 bales, . . .	104	27	
"	" To premium on A. W. McAllister, 28 bales, . .	69	51	
"	" To premium on C. R. Bass, 112 bales, ...	270	83	
				1,055 04
"	" To bills Nos. 34, 35, and 36, on W. & J. Brown & Co., .	22	61	
"	" To premium on S. C. Faulkner, 70 bales, . . .	173	77	
"	" To premium on David Suggett, 22 bales, ...	54	62	
"	" To premium on F. G. Turnbull, 11 bales, . . .	27	31	
"	" To premium on A. Cox, 110 bales, ...	273	06	

Oct.	25. To premium on D. Wilson & Co., 69 bales, . . .	171 29		
"	" To premium on S. D. Walker, 41 bales, ...	101 78		
				801 03
"	" To bills 37 to 40, on W. & J. Brown & Co., $2912, .	12,942 22		
"	" To bills 41 to 45, on same, $3479, ...	15,462 22		
				28,404 44
"	" To premium on A. J. Brown, 100 bales, . . .	232 74		
"	" To premium on A. W. Goodloe, 25 bales, . . .	58 19		
"	" To premium on A. C. and I. Roberts, 29 bales, . .	67 49		
"	" To premium on W. G. Holmes, 28 bales, ...	65 17		
"	" To premium on F. Penrice, 147 bales, . . .	342 12		
				765 71
1838.	To amount forwarded, . .			153,735 77
"	" To premium on Benj. Taylor, 20 bales, ...	46 55		
"	" To premium on S. C. Faulkner, 30 bales, . . .	69 81		
"	" To premium on I. D. Harding, 7 bales, ...	16 29		
"	" To premium on John Turnbull, 30 bales, ...	69 81		
"	" To premium on T. Kershaw, 59 bales, ...	137 31		
"	" To premium on W. A. Drumgroole, 35 bales, . .	81 46		
"	" To premium on A. K. Miller, 23 bales, ...	53 53		
"	" To premium on James Clarke, 10 bales, ...	23 27		
"	" To premium on C. S. Penrice, 20 bales, ...	46 55		
"	" To premium on Jno. M. Carpenter, 77 bales, . .	179 20		
"	" To premium on R. P. Shelby, 156 bales, . . .	363 06		
"	" To premium on W. H. Hammett, 100 bales, . .	232 73		
"	" To premium on D. Suggett, 8 bales, ...	18 62		

Oct.	25. To premium on N. Davis, 9 bales, ...	20 93		
				1,359 12
Nov.	30. To check N., returned and cancelled, . . .	500 00		500 00
Feb.	19. To sterling bonds 1 to 5, £5000,			22,222 22
"	" To 5 per cent. premium on same, ...			1,111 11
"	" To bills on W. & J. Brown & Co., 16 to 19, £26 74.			
"	" To premium on W. H. Hanna, 199 bales, . . .	284 27		
"	" To premium on F. G. Turnbull, 24 bales, . . .	68 88		
"	" To premium on Smith & Grans, 50 bales, ...	143 50		
"	" To premium on W. H. Johnson, 38 bales, . . .	109 06		
"	" To premium on Ambrose Knox, 21 bales, ...	60 27		
"	" To premium on R. Branch, 50 bales, ...	143 50		
"	" To premium on D. Suggett, 14 bales, ...	40 18		
"	" To premium on R. E. Hammett, 22 bales, . . .	63 14		
"	" To premium on C. Z. Thompson, 24 bales, . . .	68 88		
"	" To premium on H. G. Holmes, 10 bales, ...	28 70		
"	" To premium on D. F. Blackburn, 30 bales, . .	86 10		
				1,096 48
April	28. To bills No. 50 and 51, on W. & J. Brown & Co., £938, .	4,168 89		
"	" To sterling bonds 21 to 35, .	66,666 66		
"	" To sterling bonds 36 and 39, 4006, ...	17,777 78		88,613 33
"	" To premium on bills 50 and 51,			359 68
"	" To premium on 5 allowed on bond, ...			4,222 22
"	" To premium on I. Donaldson, ex. New York, . .	525 56		
"	" To premium on North America Trust Company, . .	2,250 01		2,775 56
1839.	To amt. forwarded, . .			287,879 94

April	28.	To bal. of interest, per acct. current, ...		415 46
1840.				
Jan.	21.	To 4 accept. I. Donaldson, on $500, $500, $748 06, $2559 31, . . .		4,307 37
"	"	To No. 40, 41, 42, 43, 44, and 46, fav. W. & J. Brown & Co., each $1000, . .	6,000 00	26,666 67
"	"	To 5 per cent. premium on same, ...		1,333 33
"	"	To int. in our fav. per acct. current, ...		95 91
		Balance int. on general acct. current to Dec. 1, 1840, .		25 47
				$128,450 55

Credits.

1838.				
Feb.	7.	By check No. 11, paid, .	1,618 22	
"	"	By interest on do., . .	97 08	
				1,715 30
"	"	By bill No. 2, R. P. Baker, .		150 00
"	23.	By check, 160 days date, 610, No. 2, 60 days date, .	390 00	
"	28.	By 4 for $1000, $1000, $1000, $1000, ...	4,000 00	
"	"	By 7 for $500, $500; 9, $500; 10, $500, . . .	2,000 00	
"	"	By 11, $1000; 12, $1000; 13, $1000, ...	3,000 00	
"	"	By 14, $500, $222, . .	722 00	
				9,722 00
March	6.	Check No. 16 for Walton & Co., . $426 45		
"	"	Check No. 17 for F. Penrice, . . 1630 00		
			2,056 45	
"	"	Check No. 18 for F. Penrice, $500; 19, $1000, . .	1,500 00	
"	"	Check No. 20 for same, $426; 21, for same, $1444, .	1,870 00	
"	"	Check No. 22, J. L. Chapman, $500; 23, J. L. Chapman,	1,000 00	
				6,426 45
"	"	Checks No. 24, 25, 26 fav. J. G. Cocks, $1000 each, .	3,000 00	

March	6.	Check No. 27, fav. W. W. George, ...	500 00	
"	"	Check No. 28, fav. J. O. Harrison, ...	235 00	
"	"	Check No. 29, fav. W. W. George, ...	3,655 00	
"	"	Checks No. 30, 32, 33, and 34, W. H. Hammett, each $1000, ...	5,000 00	
"	"	Check No. 35 fav. J. J. Cocks,	3,000 00	
				15,390 00
"	23.	Check No. 35, F. P. Plant, $1500, $1000, . . .	2,500 00	
"	"	Check No. 37, same, $100, .	100 00	
"	"	Check No. 38, H. B. Hill & Co., ...	1,630 78	
				4,230 78
"	29.	Check No. 39, F. Nash, .		300 00
April	9.	Checks No. 45, 46, 47, and 48, M. V. Thompson, $1000 each, ...	4,000 00	
"	"	Check No. 49, Thomas Kershaw, ...	224 25	
				4,224 25
"	"	Check No. 40, W. Bogart, . . . $3000		
"	"	Check No. 41, W. Bogart, . . . 3000		
"	"	Check No. 42, W. Bogart, . . . 2000	8,000 00	
"	"	Check No. 43, W. Bogart, . . . 1000		
"	"	Check No. 44, W. Bogart, . . . 1000	2,000 00	
				10,000 00
April	19.	Check No. 50, R. P. Shelby,	350 00	
"	"	Checks No. 51 and 52, P. A. Cox, $500 each, . .	1,000 00	
				1,350 00
"	"	By check 53, Woodman & Peck, ...	712 50	
"	"	By check 54, J. Y. Hollingshead, . $1000 00		
"	"	By check 35, same, 941 97	1,941 97	
"	"	By check 56, Woodman C. & Peck, ...	142 50	
"	"	By check 57, H. Moseley, .	150 00	

April	19.	By check 58, James Royal, .	193 71	
"	"	By check 59, Thos. Kershaw,	5,000 00	
"	"	By check 60, Thos. Grimes, 60 days date, . . .	350 00	
"	"	By checks 61 and 62, D. F. Blackburn, $1000 each, .	2,000 00	
				10,490 68
"	27.	By check 71, R. J. Ward, $1000; 72, $2000, . .	3,000 00	
"	"	By check 73, same, $1000; 74, $1000, . . .	2,000 00	
				5,000 00
"	28.	By check 63, J. L. Chapman,	250 00	
"	"	By check 64, 65, 66, 67, 68, and 69, John Turnbull, 60 days date, . . .	600 00	
"	"	By check 70, Thos. Kershaw,	4,000 00	
"	"	By check 75, F. P. Plant, .	250 00	
				5,100 00
May	6.	By check 76, John L. Chapman, 1 do. S., . . .	1,000 00	
"	"	By checks 77, 78, 79, 80, F. P. Plant, 1 D. S., $300, $200, $200, $100, . .	800 00	
"	"	By check 81, F. Nash, 90 D. S.,	300 00	
				2,100 00
"	14.	By check 85, 86, 87, and 88, R. J. Ward, . . .	5,000 00	
"	"	By check 91, H. Moseley, .	1,000 00	
				6,000 00
"	18.	By check 82, R. Payne, $1000; 85, same, $700, .	1,700 00	
"	"	By check 84, A. W. Dunbar,	250 00	
"	"	By check 89, F. P. Plant, .	120 00	
"	"	By check 90, F. P. Plant, $80; 92, S. C. Cox, $200,	280 00	
				2,350 00
"	29.	By check 93, W. C. Loftin, 90 D. do., ...	400 00	
"	"	By checks 94 and 95, Ambrose Knox, $500, $1500, 1 day's sight, . . .	2,000 00	
"	"	By check 94, W. B. Turnbull, ...	400 00	
"	"	By checks 97, 98, and 99, Andrew Knox, $1000 ea.,	3,000 00	
"	"	By check 100, Andrew Knox,	505 00	
				6,305 00

May	29. By check 109, C. R. Bass, $500; 110, $500; 111, $940, ...	1,940 00	
"	" By check 112, W. Hunt, .	710 00	
"	" By check 113, A. B. Montgomery, ...	980 00	
"	" By check 118, W. S. Scott, .	500 00	
			4,130 00
June	16. By checks 101, 102, 103, and 104, R. J. Ward, June 2,	5000 00	
"	" By checks 105, 106, 107, and 108, W. Bogart, June 2,	5000 00	
"	" By checks 114, 115, 116, and 117, R. J. Ward, June 18,	5000 00	
			15,000 00
"	29. By check 119, W. S. Scott,	200 00	
"	" By check 120, F. P. Plant, $120, $40, . . .	680 00	
"	" By check 122, H. Wheeler, .	72 10	
"	" By check 123, C. Follin, .	500 00	
"	" By check 124, J. Taylor, .	126 00	
"	" By check 125, A. Cox, .	500 00	
"	" By check 126, P. W. Mages & Son, ...	400 00	
"	" By check 127, J. Williamson,	100 00	
"	" By checks 128, 129, 130, 131, and 132, J. M. Carpenter, $500, $500, $450, $250, $500, ...	2,200 00	
"	" By check 133, Thomas Kershaw, ...	460 00	
			5,238 10
July	5. By checks 146 to 149 inclusive, R. J. Ward, . .		20,000 00
"	" By check 134, A. W. Samuel, 1 D. S., ...	670 00	
"	" By checks 135 and 136, H. Moseley, $500, . .	1,000 00	
"	" By checks 137, 138, 139, and 140, H. Moseley, $100, $100, $100, $270, . .	570 00	
"	" By check 141, F. P. Plant, .	400 00	
"	" By checks 142, 143, 144, and 145, F. P. Plant, $1000, $100, $300, $100, . .	2,400 00	
			5,040 00

Oct.	25. By checks postages per act. current, 8 August, . .	29 50		
"	" By checks, W. W. Chester & Co., ...	133 97		
"	" By check 2, W. Root, . .	140 00		
"	" By check 3, J. C. Baldwin, .	227 35		
				501 22
Dec.	29. Amount paid Underwood,	2,128 85		
"	" By check 4, J. H. Elly & Co., 1 D. S., ...	15,000 00		
"	" By check 6, J. H. Elly & Co., 1 D. S., ...	24,848 50		
"	" By check 7, J. H. Elly & Co., 1 D. S., ...	9,000 00		
				51,036 75
"	31. By check 5, Jacob Parker, March 26, . . .	1,610 00		
				1,610 00
1839.				
Jan'y.	31. By check 4, W. A. Britton, 120, D. D. date, . .	14,884 28		
"	" By check 5, E. K. Sayer, 120 D. D. date, . . .	350 00		
"	" By check 6, T. H. Cashier, 90 D date, ...	12,500 00		
"	" By check 7, same, 120, D. date, ...	12,500 00		
"	" By check 8, A. P. M. Cashier, 90 D. D., . . .	1,000 00		
"	" By check 9, A. P. M. Cashier, 90 D. D., . . .	9,475 50		
				59,709 78
"	" Postage per act. current 8 August, ...			29 50
Feb.	11. Checks No. 11 and 12, due April 7 and May 7, .			17,000 00
"	" Check No. 10, W. W. Frazier, cashier, January 5, .	9,915 00		
"	" Check No. 13, W. W. Frazier, cashier, January 13,	1,425 00		
"	" Check No. Joel Johnson, cashier, January 14, .	4,030 00		
				15,370 00
March	11. Check No. 15, F. Nash, 1 dd.,	300 00		
"	14. Check No. 16, F. Nash, 1 dd.,	640 00		
"	" Check No. 17, F. Nash, 1 dd.,	173 91		

March 11.	Check No. 18, $897 96; 19 $115, ...	1,012 96		
				2,126 87
" 15.	Check No. 20, Z. K. Offutt, .	1,100 00		
" "	Check No. 21, F. S. Dugan, .	4,265 00		
" "	Check No. 22, G. R. Ruttetal, ...	1,817 88		
				7,182 88
April 28.	Checks, postages, 15 May, .			6 50
May 18.	Checks No. 23 to 29 inclusive, for W. Boart, . .			10,000 00
" "	Check, S. R. Dunn, 1 D. S.,			800 00
June 5.	Check, H. Moseley, $112 50, $39, do. $87 50, . .	200 00		
" 14.	Checks No. 30 to 36 inclusive, R. J. Ward, March 19, .			10,000 00
" 19.	Check No. 40, H. Moseley, .			330 00
1840.				
Jan'y. 13.	Checks, postages, per acct. current, ...			7 00
" "	Check, bill on Liverpool, £650, ...	2,888 88		
" "	Checks, 9½ per cent. premium on same, . . .	274 44		
				3,163 32
March 23.	Checks, amount at credit of Brown, Shipley & Co. .			
" "	Check 1st July, 1840, transferred, £25,906, . .		3,115,138 44	
" "	Check, 62 days interest on same, the time it would take a 60 day bill to mature in England, £2,206,			977 89
" "	Check, 8¼ per cent. on $125, 695 92 on the above amt's. per annum, . . .			9,579 59
	Interest on $125,695 92, being amount transferred from Brown, Shipley & Co. to Brown Brothers & Co., as above, from July 1st to Dec. 1st., 1840, at 6 per cent. per annum, .			3,142 40
				449,174 70
	By balance, ...			$128,450 55

"*Exhibit B*," *filed June 5th*, 1843.

A List of the Assets of the Bank of Mississippi, May 17th, 1843.

Drawer.	First Security.	Second Security.	Date of Note.	When Due.	Amount.
W. J. Penrice, . . .	T.D.Likens,Thos.Grimes,	Francis Penrice, . . .	9 Jany. 1840	25 Jany. 1841	$301 93
do	do	do	22 " 1839	25 " "	1519 82
Jno. Turnbull, . . .	Andrew Turnbull, . .	F. G. Turnbull, . . .	24 Dec. 1839	27 Dec. "	1350 00
Andrew Knox, . . .	Ambrose Knox, . . .	D. F. Blackburn, . . .	3 Jany. 1841	5 Jany. "	110 36
F. G. Turnbull, . . .	Andrew Turnbull, . .	Jno. Turnbull, . . .	30 Dec. 1839	2 Dec. "	1358 00
Wm. Rushing, . . .	Jos. W. Robertson, . .	Mordecai Powell, . .	7 Feby. 1840	10 Feby. "	71 36
C. R. Bass, ...	Francis Penrice, . . .	J. B. Jackson, . . .	11 Mar. 1840	14 Mar. "	816 00
J. W. A. Clarke, . . .	A. K. Miller, ...	W. G. Holmes, . . .	7 " "	10 " "	433 41
W. A. Drumgroole, . .	C. R. Bass, ...	F. P. Plant, ...	9 Nov. 1840	12 Nov. "	705 00
Charles Turnbull, . .	Jno. Turnbull, . . .	And. Turnbull, . . .	27 Dec. 1839	20 Dec. "	109 00
Thomas Kershaw, . .	F. G. Turnbull, . . .	J. L. Chapman, . . .	20 " "	29 " "	1919 00
Andrew Knox, . . .	Ambrose Knox, . . .	Jno. G. Cocks, . . .	27 " "	20 " "	2877 00
R. P. Shelby, ...	Andrew Knox, . . .	Alfred Cox, ...	22 " 1840	25 " "	1284 00
Chas. Turnbull, . . .	Jno. Turnbull, . . .	Andrew Turnbull, . .	27 " 1839	30 " 1842	169 00
Jno. Turnbull, . . .	Andrew Turnbull, . .	F. G. Turnbull, . . .	24 " "	27 " "	1350 00
Jno. L. Chapman, . .	F. G. Turnbull, . . .	Thos. Kershaw, . . .	3 June, 1840	6 Jany. "	1795 00
Cath. S. Prince, . . .	D. F. Blackburn, . . .	Jno. G. Cocks, . . .	29 " "	1 Feby. "	137 75
Daniel Bradford, . . .	Jno. L. Chapman, M. L.	Thompson, D. Suggett, .	24 Feby. 1840	27 " "	985 00
Geo. W. Ward, . . .	Junius R. Ware, . . .	V. M. Flournoy, . . .	8 April "	11 April, "	468 00
Kilpatrick & Branch, .	Davis Montgomery, . .	Jno. S. Branch, . . .	15 " "	18 " "	542 59
F. G. Turnbull, . . .	And. Turnbull, . . .	Jno. Turnbull, . . .	30 Dec. 1839	2 Jany. "	1358 00
Robert McCullough, . .	Zenas Preston, . . .	W. C. Hall, ...	9 Mar. 1840	12 Mar. "	196 76

Drawer.	First Security.	Second Security.	Date of Note.	When Due.	Amount.
W. C. Lofton,	R. P. Shelby,	Alfred Cox,	2 Jany. 1840	5 Jany. 1842	$476 00
F. P. Smith,	James B. Jackson,	C. R. Bass,	7 Mar. "	10 Mar. "	269 00
J. & W. A. Clarke,	A. K. Miller,	W. G. Holmes,	7 " "	10 " "	840 00
Smith & Graves,	W. M. Burton,	J. L. Chapman,	11 Dec. "	7 Jany. "	720 00
James Clarke,	A. K. Miller,	W. G. Holmes,	2 Jany. "	5 " "	506 00
Wm. Rusting,	J. W. Robertson,	Mordecai Powell,	7 Feby. "	10 Feby. "	408 00
H. C. Payne,	W. H. Johnson, A. W. Goodloe,	Ben. Taylor,	31 Dec. 1839	3 Jany. "	433 62
R. P. Shelby,	And. Knox,	Alfred Cox,	22 " 1840	25 Dec. "	1284 00
A. W. Goodloe,	Ben. Taylor,	H. C. Payne,	31 " 1839	3 Jany. 1840	866 00
					$25,719 60
Andrew Knox,	Ambr. Knox,	D. F. Blackburn,	3 Jany. 1840	6 Jany. 1842	12,804 72
Andrew Knox,	Ambrose Knox,	Jno. G. Cocks,	27 Dec. 1839	30 Dec. "	2877 00
Thomas Kershaw,	F. G. Turnbull,	J. L. Chapman,	26 " "	29 " "	1919 00
H. Moseley,	F. G. Plant, And. Knox & F. G. Turnbull,		30 Jany. 1841	2 Feby. "	900 00
W. A. Drumgroole,	C. R. Bass,	F. P. Plant,	9 Nov. 1840	12 Nov. "	705 00
C. R. Bass,	Francis Penrice,	Jas. B. Jackson,	11 Mar. "	14 Mar. "	816 00
A. W. McAllister,	W. P. Montgomery,	A. B. Montgomery,	10 Jany. "	13 Jany. 1843	545 46
Charles Turnbull,	Jno. Turnbull,	And. Turnbull,	27 Dec. 1839	30 Dec. "	169 00
F. G. Turnbull,	And. Turnbull,	Jno. Turnbull,	30 " "	2 Jany. "	1358 00
Saml. R. Dunn,	Wm. Hunt,	A. W. McAllister,	23 Mar. "	26 Mar. "	176 00
Egg & Pope,	Joseph Egg,	F. M. Brooks,	7 " "	10 " "	142 56
Francis Penrice,	C. R. Bass,	J. B. Jackson,	22 Feby. "	25 Feby. "	813 00
W. P. Montgomery,	A. W. McAllister,	A. B. Montgomery,	10 Jany. "	10 Jany. "	100 09
W. A. Drumgroole,	C. R. Bass,	F. P. Plant,	9 Nov. "	12 Nov. "	705 00
R. P. Shelby,	Andrew Knox,	Alfred Cox,	22 Dec. "	25 Dec. "	1284 00
Jno. Turnbull,	Andrew Turnbull,	F. G. Turnbull,	24 Dec. "	27 " "	1350 00
W. H. Johnson,	Romulous Payne,	H. C. Payne, Ben. Taylor,	31 Dec. "	3 Jany. "	1251 06
W. C. Lofton,	R. P. Shelby,	Alfred Cox,	2 Jany. 1840	5 " "	476 00
James Clarke,	A. K. Miller,	W. G. Holmes,	2 " "	5 " "	261 00

H. C. Payne,	W. H. Johnson, A. W. Goodloe,	Ben. Taylor,	31	Dec.	1839	3	"	"	465 00
Ben. Taylor,	H. C. Payne,	A. W. Goodloe,	31	"	"	3	"	"	165 00
A. W. Goodloe,	Ben. Taylor,	H. C. Payne,	31	"	"	3	"	"	866 00
And. Knox,	Amb. Knox,	Jno. G. Cocks,	27	"	"	30	"	"	2877 00
									$60,157 77
Geo. W. Ward,	Jas. R. Ward,	V. M. Flournoy,	8	April,	1840	11	April,	"	468 00
Thomas Kershaw,	F. G. Turnbull,	J. L. Chapman,	26	Dec.	1839	29	Dec.	"	1919 00
C. R. Bass,	Francis Penrice,	James B. Jackson,	11	Mar.	1840	14	Mar.	"	816 00
Catham S. Prince,	D. F. Blackburn,	Jno. G. Cocks,	29	Jany.	"	1	Feby.	"	193 00
Daniel Bradford,	J. L. Chapman, V. M. Flournoy,	D. Suggett,	24	Feby.	"	27	"	"	985 00
Ambrose Knox,	Andrew Knox,	D. F. Blackburn,	3	Jany.	"	6	Jany.	"	1324 00
J. L. Chapman,	F. G. Turnbull,	Thos. Kershaw,	3	"	"	3	"	"	1795 00
Charles Turnbull,	Jno. Turnbull,	And. Turnbull,	27	Dec.	1839	30	Dec.	1844	169 00
Francis Penrice,	C. R. Bass,	Jas. B. Jackson,	22	Feby.	1840	25	Feby.	"	813 00
Saml. R. Dunn,	Wm. Hunt,	A. W. McAllister,	28	Mar.	"	26	Mar.	"	176 00
F. G. Turnbull,	And. Turnbull,	Jno. Turnbull,	30	Dec.	1839	2	Jany.	"	1858 00
Andrew Knox,	Amb. Knox,	Jno. G. Cocks,	27	Dec.	1839	30	Dec.	"	2877 00
Thomas Kershaw,	F. G. Turnbull,	J. L. Chapman,	26	Dec.	1839	29	Dec.	1844	1919 00
G. W. Ward,	Junius R. Ward,	V. M. Flournoy,	8	April,	1840	11	April,	"	468 00
C. R. Bass,	Francis Penrice,	James B. Jackson,	11	Mar.	"	14	Mar.	"	816 00
Daniel Bradford,	J. L. Chapman, M. V. Thompson,	D. Suggett,	24	Feby.	"	27	Feby.	"	985 00
J. L. Chapman,	F. G. Turnbull,	Thomas Kershaw,	3	Jany.	"	6	Jany.	"	1795 00
Cath. S. Prince,	D. F. Blackburn,	Jno. G. Cocks,	29	"	"	1	Feby.	"	193 00
W. P. Montgomery,	A. W. McAllister,	A. B. Montgomery,	10	"	"	13	Jany.	"	279 00
Ambrose Knox,	And. Knox,	D. F. Blackburn,	3	"	"	6	"	"	1324 00
W. C. Lofton,	R. P. Shelby,	Alfred Cox,	2	"	"	5	"	"	476 00
H. C. Payne,	W. H. Johnson, A. W. Goodloe,	B. Taylor,	31	Dec.	1839	3	"	"	465 00
W. H. Johnson,	Romulous Payne,	H. C. Payne, B. Taylor,	31	"	"	3	"	"	1488 00
A. W. Goodloe,	Ben. Taylor,	H. C. Payne,	31	"	"	3	"	"	866 00
Ben. Taylor,	H. C. Payne,	A. W. Goodloe,	31	"	"	3	"	"	165 00

Drawer.	First Security.	Second Security.	Date of Note.	When Due.	Amount.
W. A. Drumgroole,	C. R. Bass,	F. P. Plant,	9 Nov. 1840	12 Nov. 1844	$705 00
R. P. Shelby,	And. Knox,	Alfred Cox,	22 Dec. "	25 Dec. "	1284 00
Jno. Turnbull,	And. Turnbull,	F. G. Turnbull,	24 Dec. 1839	27 " "	1350 00
A. W. McAllister,	W. P. Montgomery,	A. B. Montgomery,	10 Jany. 1840	13 Jany. 1845	79 82
And. Knox,	Amb. Knox,	Jno. G. Cocks,	27 Dec. 1839	30 Dec. "	2877 00
Chas. Turnbull,	Jno. Turnbull,	And. Turnbull,	27 " "	30 " "	169 00
R. P. Shelby,	And. Knox,	Alfred Cox,	22 " 1840	25 " "	1284 00
Jno. Turnbull,	And. Turnbull,	F. G. Turnbull,	24 " 1839	27 " 1844	1350 00
A. W. McAllister,	W. P. Montgomery,	A. B. Montgomery,	10 Jany. 1840	13 Jany. 1845	79 82
And. Knox,	Amb. Knox,	Jno. G. Cocks,	27 Dec. 1839	30 Dec. "	2877 00
Chas. Trumbull,	John Turnbull,	And. Turnbull,	27 " "	30 " "	169 00
R. P. Shelby,	And. Knox,	Alfred Cox,	22 " 1840	25 " "	1284 00
Jno. Turnbull,	And. Turnbull,	F. G. Turnbull,	24 " 1839	27 " "	1350 00
W. A. Drumgroole,	C. R. Bass,	F. P. Plant,	9 Nov. 1840	12 Nov. "	705 00
Ben. Taylor,	H. C. Payne,	A. W. Goodloe,	31 Dec. 1839	3 Jany. "	165 00
A. W. Goodloe,	Ben. Taylor,	W. C. Payne,	31 " "	3 " "	806 00
W. H. Johnson,	Romulous Payne, H. C. Payne, B. Taylor,	W. C. Payne,	31 " "	3 " "	1488 00
H. C. Payne,	W. H. Johnson, A. W. Goodloe & Ben. Taylor,		31 " "	3 " "	465 00
W. C. Lofton,	R. P. Shelby,	Alfred Cox,	2 Jany. 1840	5 Jany. "	476 00
Andrew Knox,	Amb. Knox,	D. F. Blackburn,	3 " "	6 " "	1524 00
W. P. Montgomery,	A. W. McAllister,	A. B. Montgomery,	10 " "	13 " "	279 00
Cathaine S. Prince,	D. F. Blackburn,	Jno. G. Cocks,	29 " "	1 Feby. "	193 00
J. L. Chapman,	F. G. Turnbull,	Thos. Kershaw,	3 " "	6 Jany. "	1795 00
Daniel Bradford,	J. L. Chapman,	M. V. Thompson, D. Suggett,	24 Feby. "	27 Feby. "	985 00
C. R. Bass,	Francis Penrice,	James B. Jackson,	11 Mar. "	14 Mar. "	816 00
G. W. Ward,	Junius R. Ward,	V. M. Flournoy,	8 April, "	11 April, "	468 00
Thomas Kershaw,	F. G. Turnbull,	J. L. Chapman,	26 Dec. 1839	29 Dec. "	1919 00
					$92,439 59

F. G. Turnbull,	And. Turnbull,	Jno. Turnbull,	30	Dec.	1839	2	Jany.	1843	1358 00
Saml. R. Dunn,	Wm. Hunt,	A. W. McAllister,	23	Mar.	1840	26	Mar.	"	176 00
Francis Penrice,	C. R. Bass,	Jas. B. Jackson,	22	Feby.	"	25	Feby.	"	813 00
A. W. McAllister,	W. P. Montgomery,	A. B. Montgomery,	10	Jany.	"	13	Jany.	"	554 00
Charles Turnbull,	Jno. Turnbull,	And. Turnbull,	27	Dec.	1839	30	Dec.	"	169 00
George W. Ward,	Junius R. Ward,	V. M. Flournoy,	8	April,	1840	11	April,	"	468 00
Jno. Turnbull,	And. Turnbull,	F. G. Turnbull,	24	Dec.	1839	27	Dec.	"	1350 00
Thomas Kershaw,	F. G. Turnbull,	Jno. L. Chapman,	26	"	"	29	"	"	2877 00
F. G. Turnbull,	And. Turnbull,	Jno. Turnbull,	30	"	"	2	Jany.	"	1358 00
Saml. R. Dunn,	Wm. Hunt,	A. W. McAllister,	23	Mar.	"	26	Mar.	"	176 00
F. G. Turnbull,	And. Turnbull,	Jno. Turnbull,	30	Dec.	"	2	Jany.	1848	1358 00
G. W. Ward,	Junius R. Ward,	V. M. Flournoy,	8	April,	1840	11	April,	"	468 00
C. R. Bass,	Francis Penrice,	James B. Jackson,	11	Mar.	"	14	Mar.	"	816 00
Danl. Bradford,	J. L. Chapman, M. A. Thompson,	D. Suggett,	24	Feby.	"	27	Feby.	"	985 00
Cath. S. Penrice,	D. F. Blackburn,	Jno. G. Cocks,	29	Jany.	"	1	"	"	1793 00
W. P. Montgomery,	A. W. McAllister,	A. B. Montgomery,	10	"	"	13	Jany.	"	279 00
Abraham Knox,	And. Knox,	D. F. Blackburn,	3	"	"	6	"	"	1324 00
J. D. Chapman,	F. G. Turnbull,	Thomas Kershaw,	3	"	"	6	"	"	1795 00
W. C. Loftin,	R. P. Shelby,	Alfred Cox,	2	"	"	5	"	"	476 00
Ben. Taylor,	H. C. Payne,	A. W. Goodloe,	31	Dec.	1839	3	"	"	165 00
A. W. Goodloe,	Ben. Taylor,	H. C. Payne,	31	"	"	3	"	"	866 00
H. C. Payne,	W. H. Johnson, A. W. Goodloe, &	Ben. Taylor,	31	"	"	3	"	"	465 00
W. H. Johnson,	Romulous Payne, H. C. Payne,	Ben. Taylor,	31	"	"	3	"	"	11,488 00
									$12,221 00
W. A. Drumgroole,	C. R. Bass,	F. P. Plant,	9	Nov.	1840	12	Nov.	1849	1000 00
R. P. Shelby,	And. Knox,	A. Cox,	22	Dec.	1842	25	Dec.	"	5500 00
And. Knox,	Amb. Knox,	Jno. G. Cox,	27	"	1839	30	"	"	6000 00
									$12,500 00

Drawer.	First Security.	Second Security.	Date of Note.	When Due.	Amount.
Alfred Cox,	John G. Cocks,	And. Knox,	1 Jany. 1840	4 Jany. 1850	$2000 00
A. W. Dunbar,	Jno. A. Miller,	F. P. Plant,	17 Mar. "	20 Mar. "	5000 00
E. F. Atchison,	. . . . .	. . . . .	1 " 1841	4 " "	3340 28
Jos. H. Atchison,	Wm. Rushing,	Mordecai Powell,	7 Feby. 1840	10 Feby. "	1000 00
Toney C. Price,	. . . . .	. . . . .	25 " "	28 " "	400 00
					$11,740 28
					$70,376 87
					$11,740 00
					$158,636 59
M. Sm. Evans,	Jas. B. Jackson,	J. L. Chapman,	1 Jany. 1840	4 Jany. 1850	1000 00
Amb. Knox,	And. Knox,	D. F. Blackburn,	3 " "	6 " "	500 00
F. P. Plant,	A. W. Dunbar,	W. A. Drumgoole,	3 " "	4 " "	1500 09
Thos. M. Tucker,	J. A. Tucker,	Chas. Turnbull,	8 Feby. "	11 Feby. "	260 00
Geo. W. Ward,	Junius R. Ward,	V. M. Flournoy,	8 April, "	11 April, "	1000 00
C. R. Bass,	Francis Penrice,	Jas. B. Jackson,	11 Mar. "	14 Mar. "	3000 00
Robert McCullough,	Zenas Preston,	W. E. Hall,	9 " "	12 " "	5000 00
W. H. Gaines,	H. Davis,	Benj. P. James,	1 Jany. 1841	4 Jany. "	2500 00
F. G. Turnbull,	And. Turnbull,	Jno. Turnbull,	30 Dec. 1839	2 " "	5000 00
					$31,500 00
			Long Loans,		$189,136 59
W. S. Scott,	Jno. G. Cocks,	P. A. Cocks,	20 Jany. 1839	3 Feby. 1840	933 22
C. R. Bass,	Francis Penrice,	James B. Jackson,	11 Mar. 1840	13 May, "	187 74

W. H. Johnson,	V. M. Flournoy,		16 Jany.	"	19 Jany.	"	236 97
J. W. Robertson,	Wm. Rushing,	Mordecai Powell,	7 Feby.	1840	10 May,	"	28 94
W. E. Hall,	E. F. Atchison,		1 Mar.	1841	4 Mar.	1841	105 15
T. W. Endicott,	D. F. Blackburn,		15 Jany.	1838	18 Dec.	1838	188 25
E. C. Bell,			18 "	1837	22 Mar.	1837	1015 23
Robt. Mitchell & Co.,	Saml. Cotton,		18 "	"	21 Sept.	"	4204 33
Sprague & Howell,			18 "	"	22 Mar.	"	2036 46
J. B. Warren,	Wm. Lape,	And. Knox,	14 Mar.	1839	17 Dec.	1839	936 89
Noah Barlow,	Merchison & Doyal,		18 April,	1837	21 Oct.	1837	1047 12
Anderson Miller,	Alfred Cox,		22 Feby.	"	25 June	"	4378 29
John Spence,	Jno. G. Sinton,		18 Jany.	"	22 Mar.	"	2030 46
Jno. Denison,	T. M. Falconer,		18 "	"	22 "	"	1015 23
T. Taylor,	Saml. Gwin,		24 May,	"	27 "	"	2136 91
Barlow & Taylor,	Marchison & Doyal,		18 April,	"	21 Aug.	"	2743 41
Thomas T. Ellis,			18 Jany.	"	22 Mar.	"	2030 46
James M. Estell,	W. F. Jeffries,		18 April,	"	22 Oct.	"	209 42
		Suspended Debt,					$25,458 48
H. C. & J. Robards,	W. M. Benton,	Daniel Bradford,	28 Feby.	1838	2 Mar.	1839	887 41
Wm. Coleman,	Wm. G. Holmes,	Jno. Turnbull,	22 Jany.	"	25 Jan.	"	699 60
B. E. Hammett,	A. W. Dunbar,	W. H. Hammett,	21 "	"	25 "	"	1679 99
Jno. G. Harding,	W. G. Holmes,	Thomas Grimes,	25 Mar.	"	31 "	"	70 03
		Cotton Pledges,					$3,337 03
							$217,932 10
Zenas Preston,	Robt. McCullough,	W. E. Hall,	29 Dec.	1838	1 Feby.	1840.	

Loans in Suspense.

Thomas Grimes, ... 2 May, 1842 3 May, 1843.

Notes Discontinued.

Drawer.	First Security.	Second Security.	Payer.	When Due.	Amount.
Jno. G. Singleton,	And. Knox,	Pryou, Anderson, Turnbull & Co.		21 Sept. 1837	$2994 41
do	F. G. Turnbull,			27 Nov. "	4300 00
E. L. Johnson,	G. D. Shotwell,	S. C. Falconer,	E. L. Johnson,	24 Feby. 1839	1500 00
V. M. Sullivan,	Jno. D. Singleton,	Jno. M. Carpenter,	V. M. Sullivan,	23 Dec. 1838	2400 00
J. M. Carpenter,	do	V. M. Sullivan,	J. M. Carpenter,	23 " "	4411 00
do	Thomas Kershaw,	C. W. Muncaster,	do	24 Feby. 1839	2688 34
Buckner, Wilson & Co,	J. H. Robb,	T. J. James,	Buckner, Wilson & Co.,	29 Mar. "	910 00
David Suggett,	Henry Johnson,	M. W. Thompson,	D. Suggett,	29 Feby. "	3737 85
J. T. Dashall,	Jno. Turnbull,	F. P. Plant,	J. Y. Dashall,	4 Jany. 1840	517 21
R. M. Johnson,	Geo. W. Ward,		J. D. Suggett,	10 Dec. 1838	360 00
Thos. H. Buckner,	T. M. Falconer,		A. L. Wilson,	17 Jany. 1838	1850 00
Davis Montgomery,	A. B. Montgomery.		Arthur Fulton,	12 Dec. 1838	1413 00
Davis Montgomery,	Jos. Egg,	Arthur Fulton,		12 Dec. 1838	1594 24
Jno. G. Singleton,	R. P. Shelby,	Jno. R. Davis,		28 May, 1837	5000 00
J. C. Wilkins,	Jos. Neibert,	And. Turnbull.			
Jos. Neibert,	Jos. Wilkins,	Jos. Nesbitt,		4 Dec. 1837	5376 33
A. Spellman, admr.,	Thomas Kershaw,	Jno. Turnbull,	A. Spellman, admr.,	6 Mar. 1839	1834 38
Davis Bradford,	M. V. Johnson,	H. M. Cast,	Ward, Moffat & Co.,	2 " 1840	1514 56
R. McCullough,	W. E. Hall,		C. Gibson,	25 Dec. 1838	1413 00
C. Gibson,	R. M. Smith,	W. E. Hall,	do	25 Jany. 1839	2171 41
Nat. Davis,	Alfred Cox,	D. F. Blackburn,	Nat. Davis,	11 Mar. "	247 47
Wm. Taylor,	J. F. Taylor,	J.D.Walker, W.D.Ross,	Wm. Taylor,	13 Feby. "	1424 49

J. & H. J. Butworth,	Muir, Moore & Co.,	Summers & Watt,	J.& H.J.Butterworth,	23 Dec.	1838	2164 29
W. G. Holmes,	W. E. Hall,	Jno. Turnbull,	W. G. Holmes,	25 Jan.	1839	843 96
do	Jno. S. Harding,	Thomas Grimes,	do	31 "	"	1134 82
R. P. Shelby,	Adam Knox,	Alfred Cox,	R. P. Shelby,	28 Feby.	1841	5487 37
Jno. L. Chapman,	F. G. Turnbull,	Thomas Kershaw,	J. L. Chapman,	6 April,	1840	415 91
Charles Turnbull,	Jno. Turnbull,	And. Turnbull,	Turnbull,	30 Dec.	"	169 00
						$58,871 84
						$278,863 94
Jno. L. Chapman,	F. G. Turnbull,	Thomas Kershaw,	J. L. Chapman,	6 Jany.	1841	1795 00
W. C. Loftin,	R. P. Shelby,	Alfred Cox,	W. C. Loftin,	5 "	"	476 00
Andrew Knox,	Ambrose Knox,	Jno. G. Cocks,	And. Knox,	30 Dec.	1840	2877 00
Thomas Kershaw,	F. G. Turnbull,	J. L. Chapman,	Thos. Kershaw,	29 "	"	1919 00
Jno. Turnbull,	And. Turnbull,	F. G. Turnbull,	Jno. Turnbull,	27 "	"	1350 00
do	Chas. Turnbull,	do	do	26 Mar.	"	3386 09
Daniel Bradford,	Jno. L. Chapman,	M. V.Thompson,D.Suggett,	Daniel Bradford,	26 Jany.	1839	985 00
A. W. Goodloe,	Ben. Taylor,	W. H. Johnson,	A. W. Goodloe,	2 April,	1840	561 18
do	do	do	do	31 Dec.	1839	866 00
Samuel D. Walker,	Ben. S. Miles,	Jno. Turnbull,	S. D. Walker,	2 Mar.	"	113 23
J. S. Fisher,	Jno. G. Cocks,	W. S. Scott,	J. S. Fisher,	25 Feby.	1840	1346 25
Andrew Singleton,	R. P. Shelby,	And. Knox,	A. J. Singleton,	24 April,	1839	3046 78
Edward Sparrow,	C. N. Raling,	G. W. Keaton,	Ed. Sparrow,	21 "	1838	2176 28
do	G. W. Keaton,	Silas Lillard,	S. Lillard,	21 Oct.	1837	1047 12
Silas Lillard.	Thos. Alexander,	Jno. S. Alexander,	E. Sparrow,	20 Nov.	"	2093 01
A. L. Shotwell,	M. V. Thompson,		S. C. Falconer,	24 Dec.	1838	1260 00
S. C. Falconer.	J. L. Chapman,		do	1 "	1839	2854 13
C. W. Muncaster,	Z. K. Fulton,		Well. Buckner,	22 Mar.	1837	507 61
Smith & Graves,	W. M. Benton,	J. L. Chapman,	Smith & Graves,	7 Jany.	1841	753 10

Drawer.	First Security.	Second Security.	Payer.	When Due.	Amount.
W. C. Loftin, . . .	R. P. Shelby, . . .	Alfred Cox, . . .	W. C. Loftin, . . .	4 April, 1840	$1090 28
F. G. Turnbull, . .	Alfred Cox, . . .	A. J. Singleton, . .		27 Feby. 1839	4712 04
A. J. Singleton, . .	R. P. Shelby, . . .	D. F. Blackburn, . .	A. J. Singleton, . .	27 " "	1143 59
J. S. Singleton, . .	F. G. Turnbull, . .	Alfred Cox, . . .	J. S. Singleton, . .	10 Dec. 1837	1000 00
Buckner, Wilson & Co.	Ben. Taylor, . . .	E. M. Peck, . . .	Buckner, W. & Co., .	21 Jany. 1839	15 51
J. B. & W. Warfield,	Wm. Hunt, . . .	A. B. Montgomery, .	T. B. & W. Warfield,	26 Jany. "	482 13
			Notes and Bills in Suit,		$95,728 17
					$316,720 27

Exhibit C., filed June 5, 1843.

At a meeting of the board of directors of the Bank of Mississippi, held at Princeton, Mississippi, on the 14th day of February, 1843, it was

Resolved, That D. F. Blackburn, John L. Chapman, and Ambrose Knox, be appointed a committee to arrange the debts of Alfred Cox, deceased, and John G. Jacobs, by the redemption of the tract of land fronting on the Mississippi river, belonging to the said Alfred Cox at the time of his death, and since purchased under the execution by the said John G. Cocks, and by him sold to Philip A. Cocks; the said committee to have full power and authority to arrange, compromise, and redeem, in such manner and on such terms as they may deem best under the circumstances, to take and secure from the proper persons deeds of redemption, and to have full power in relation to the whole matter, that the board of directors possess in full session.

A. F. SMITH,
Cashier pro tem.

True copy from the Minutes.

W. M. WILLOUGHBY,
Cashier.

PRINCETON, 16th May, 1843.

Exhibit C., to Answer, filed June 5, 1843.

Daniel Bradford—securities, M. V. Thompson, J. L. Chapman, and David Suggitt, on eight promissory notes, dated 1840, Feb. 24, each for $984, payable $7872, at 1, 2, 3, 4, 5, 6, 7, and 8 years' date, the seven last mentioned being 8 per cent. per annum—conveys the following tract of parcel of land in the county of Washington: north half of section 19, to half of section 17; north half of section 20, east half of section 18, west half of southwest quarter of section 20, east half of southeast quarter of section 19; all in township 15, range 1 southwest, containing about 1420 acres, in which said Bradford claims an interest of one undivided half; also an undivided interest amounting to 900 acres, in the following lands, viz.: section 4 in township 17, range 7 west; west half of southwest quarter of section 3, east half of section 9, west half of section 10, northwest quarter and east half of southwest quarter of section 15, south half of northwest quarter of section 22, all of section 27, west half of section 26, east half of northeast quarter of section 21, west half of southwest quarter of section 23—all in township 17, range 7 west; also conveys negro slaves—an undivided half of the following negro slaves: Lloyd 4, Jack, aged about 36 years, Henry about 35 years, Alex. 2, Isham about 28 years, Balding about 36 years, Matilda 2, Mose about 27 years, Jenny about 30 years, Sarah 4, Perry about

27 years, Henry about 20 years, Will 6, Alfred about 19 years, Joshua about 16 years, Amanda 3, Lawrence about 23 years, Jane 24, Betsy, Ellen, 47 and 28 years, Amy 27, Sally 26, Jane, John, 6, 23 years, Maria 22, Eliza 26, Pessy 2, Maria 25, Patsy 21, Lucy 23, Allen 2, Eveline 24, Ann 23, Margaret 3, Bill 20, Mose 22, Suckey 11, Louisa 10, Alsei 9, Ben 9, Helen 5, Jena 4, Agnes 3, and also the whole of the following, viz., Prince 34 years, Harriett 30, Mary 14, Henrietta 13, Vestem 11, Mary 10, Edward 8 years —the title warranted and defended, except against the claim of David A. Iselkelk, who the said Bradford has secured by mortgage.

The plantation since sold out to Ihrekeld.

John L. Chapman, 1st January, 1840; securities, F. G. Turnbull and Thomas Kershaw, on eight promissory notes ($14,360), all Jan. 3d, 1840, for $1795 each, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the seven last bearing interest at 8 per cent. from date; conveys the following described tract of land and slaves, viz.: one equal undivided moiety of about 960 acres of land, lying in said county of Washington, on the west bank of Lake Washington, being designated as lots 3, 4, 5, 6, 7, and 8, in section 14, and lots 1, 2, 3, 4, 5, and 6, in section 15—all of township 14, range 8 west; together with an undivided moiety of the following named slaves on said plantation, to wit: Bob, Charles, Phil, George, Henry, Milton, Shelton, Belfield, Peter, Sam, Ned, Wilson, Ralph, Hamilton, Boston, Frank, Little Phil, Jem, Black Henry, Anthony, Isaac, Ephraim, John, Newton, Willis, Ben, Bill Baker, Bill Fisher, Granderson, Henry, Edmond, Joe, Sally Baker, Sally Shotwell, Hanny, Amanda, Eliza Fisher, Eliza Miller, Leah, Lucy, Agnes, Clarissa, Cynthia, Polly, Ann, Julia, Matilda, Patsy, Minna, Hammett, Elizabeth, Rosett, Vinah, Hannah, Minerva, Mary, Jane, Olive, America, Kitty, Caroline, and Little Clarissa; the title guaranteed and delivered to Moseley, 29th May, 1840.

F. G. Turnbull, dated 30th December, 1839; securities, John Turnbull and Andrew Turnbull, on $10,869 35, eight promissory notes, all dated 30th December, 1839, each $1358, payable 1, 2, 3, 4, 5, 6, 7, and 8 years' date, the seven last to bear interest from the date of each note; conveys lots Nos. 6, 7, and 8, of section No. 7, township No. 14, range No. 8 west; also lot No. 1, and sixty acres of lot No. 2, of section No. 8, of the same township and range as above, retaining three hundred and eighty acres, more or less; all of which land is known as above described, on the maps of the General Government, at Mount Salus, and all lying on Lake Washington, in the county of Washington; the title guaranteed, delivered to H. Moseley, 29th May, 1840.

Catharine S. Prince, dated 29th January, 1840; securities, J. G. Cocks and D. F. Blackburn, on eight promissory notes, each for $193; all dated 29th day of January, 1840, and payable 1, 2, 3, 4, 5, 6, 7 and 8 years after date ($1544); the seven last bearing in-

terest from the date of each note, conveys lot No. 4, of section 14, township 14, range 9 west, lying, being and situated in the county of Washington. The title guaranteed; delivered to H. Moseley 29th May, 1840.

Jno. G. Cocks, dated 27th December, 1839; securities, Andrew Knox and Alfred Cox, on eight promissory notes, each ($4464) for $1808; all dated 26th December, 1839, payable 1, 2, 3, 4, 5, 6, 7 and 8 years after date; the seven last bearing interest from the date thereof, conveys lot 4, of section 25, lot 1, of section 25, lot 1, of section 19, with the exception of about two acres heretofore conveyed to Anderson Miller, all in township 14, range 9 west, lying and being situated in the county of Washington, and containing about two hundred and forty-two acres, together with the following slaves, viz: George 22 years old, Dick 21, Peter 2, Sam 20, Allen 20, Jim 18, Henry 35, Hetty 19, Amelia 19, Charlotte 19, Julia 17; eleven in all. The title guaranteed; delivered to H. Moseley 29th May, 1840.

Alfred Cox, dated 19 December, 1839; securities; sales of lot to bank.

Andrew Turnbull, dated 27th December, 1839; securities, Jno. G. Turnbull and Frederick G. Turnbull, on eight promissory notes, all dated 24th December, 1839; payable 1, 2, 3, 4, 5, 6, 7 and 8 years, for $827 each, $6616; the seven last bearing interest from the date of said note, conveys section 10, in township 13, range 9 west, lying, being and situated in the county of Washington, containing $655\frac{1}{100}$ acres, more or less. Title guaranteed; delivered to H. Moseley, 29th May, 1840.

Aug. W. McAllister, 10th January, 1840; securities Wm. P. Montgomery and A. B. Montgomery, on 8 promissory notes, all dated 10th January, 1840; payable each for the sum of $554, in 1, 2, 3, 4, 5, 6, 7 and 8 ($4432) years, with interest from date, conveys the west half of the southeast quarter of section No. 35, of township No. 18, of range No. 8 west, containing 80 acres; east half the N. W. $\frac{1}{4}$ of section 35, of township No. 18, of range No. 8 west, containing 80 acres; west half of the northeast quarter of section No. 34, of township No. 18, range No. 8 west, containing 80 acres; W. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of section No. 34, of township No. 18, of range No. 8 west, containing 80 acres; east half of the northeast quarter of section No. 33 and township No. 8 west, containing 80 acres.

Aug. W. McAllister, continued, east half of N. E. $\frac{1}{4}$ of section No. 33, of township No. 18, of range No. 8 west, containing 80 acres; W. $\frac{1}{2}$ of the S. W. $\frac{1}{4}$ of section No. 31, of township No. 18, of range No. 8 west, containing 80 acres; also, the following negroes, viz.: Tom, Becal, Dublin, Mordecai, Bob (slaves 17), Andrew, Tom, Lindsey, William, Sam, Charles, Granville, Isabella, Ely, Sally, Nelly and Hannah. Title warranted; delivered to H. Moseley, 29 May, 1840.

Walter C. Loftin, dated 22d January, 1840; securities, Alfred Cox and Robert P. Shelby, on eight promissory notes, each dated 2d January, 1840, for $476, each payable 1, 2, 3, 4, 5, 6, 7 and 8 years, bearing interest; the seven last from that date, conveys the following tract or parcels of land lying and being situated in the county of Washington, north half of section 1, township 13, range 8 west; the northeast quarter of the E. ½ of the N. W. ¼, and the S. ½ of section 36, township 14, range 8 west, and the N. ½ of the S. W. ¼ and W. ½ of the N. E. ¼ of section 31, township 14, range 7 west, containing altogether ten hundred and forty acres, be the same more or less. Title warranted; delivered to H. Moseley, 29th May, 1840.

Alfred Cox, dated 29th February, 1840; securities, John G. Cox and Andrew Knox, on eight promissory notes, each for $2400, all dated first January, 1840, payable 1, 2, 3, 4, 5, 6, 7 and 8, of section 7, lots 1, 2, 3 and 4, section 8, and lot 2, of section 26, except 50 acres, in which the town of Princeton is situated; all in township 14, range 9 west, containing 847 acres of land, more or less, and the following slaves, Marshall aged 35, Tony 25, Charles 35, Miles 30, Ephraim 25, Jenny 23, Kitty 25, Frank 35, Bob 21, Ned 30, Charles 28, Silas 16, Henry 9, John 15, Silas 4, Henry Miles 4, Wm. Greely 2, Marshall 18, Letty 10, Betsey 35, Milly 21, Isabella 30, Jane 16, Catharine 16, Judy 30, Nancy 35, Lucy 25, Harriett 14, Jane 13, Lind 11, Mundy 4, Tommy 2. Title warranted; delivered to H. Moseley, 29th May, 1840.

C. R. Bass, dated 23d March, 1840; securities, Francis Penrice and James B. Jackson, on eight promissory notes, each for $816, dated 11th March, 1840, payable 1, 2, 3, 4, 5, 6, 7 and 8 years, the seven last bearing interest from the date, $6528, conveys, to wit: lots 1 and 2 of section 6, section 22, lots 3, 4 and 5 of section 23, all in township 14, range 9 west, containing about acres, lying, being and situated in the county of Washington; title warranted; delivered to H. Moseley, 29th May, 1840.

George N. Ward, dated April 8th, 1830; securities, Junius Ward and D. M. Flourney, on eight notes, each $468, dated 8th April, 1840, payable 1, 2, 3, 4, 5, 6, 7 and 8 years after date, the seven last bearing interest from the date thereof, $3744 conveys, to wit, half of the following, the N. ½ of section 19, north half of section south ½ of section 17, east ½ of section 18, west half of southwest quarter of section 20, and the east quarter of section 19, all in township 15, range 8 west, containing about 1420 acres. Title warranted; delivered to H. Moseley, 29th May, 1840.

D. F. Blackburn and Evan Shelby, dated 4 January, 1840; securities, William Hunt and John G. Cocks, on 8 promissory notes, each $639, dated 4 January, 1840, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, seven last bearing interest from the date thereof. conveys lot No. 3, section No. 24, of township No. 14, of range

No. 9, west, containing $14\frac{49}{100}$ acres; also lots No. 5 of same section, township, and range, containing $112\frac{51}{100}$ acres; also lots Nos. 2 and 6 of same section, township, and range, containing 160 acres; and also a part of lot No. 2, of section 19, of township No. 14, of range 9 west, containing 63 acres, more or less, all of which land is known, as above described, on the maps of the General Government, as Mount Salus, and all being on Lake Jackson, in the county of Washington. Slaves: Martha aged about 20 years, her child about 6 months, Grandison about 14 years, and Paller about 14 years Title warranted; delivered to H. Moseley, 29 May, 1840.

William P. Montgomery, dated 10 January, 1840; securities, Alex. B. Montgomery and Augustus W. McAllister, on 8 promissory notes, each $279, all dated 10 January, 1840, and payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date ($2232), the seven last bearing interest from that date, conveys section eleven, township 17, of range 8, west. Title warranted.

John Turnbull, dated 27 December 1839; securities, Andrew Turnbull and Frank G. Turnbull, on 8 promissory notes, $1350 each, dated 24 December, 1839, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the seven last bearing interest ($10,800) from date, conveys lot 5 in section 15; lots 1, 2, and 6 in section 22, southwest quarter of section 23; lots 1, 2, 3, 5, and 6 of section 26; lots 2 and 3 of 27; lots 2 and 4 of section 36, all in township 13, range 8, west; lots 4, 5, 6, 7, 8 of section 27; north half of section 28, in township 13, range 8 west, and the whole of lots 1, 2, 3, 4, and 5 in section 14, township 13, range 9 west, lying, being, and situate in the county of Washington, containing 1700 acres, more or less. Title warranted.

Robert P. Shelby, dated 22d December, 1840; securities Andrew Knox and Alfred Cox, on 8 promissory notes, all dated 22 December, 1840, the first for $5487 37, payable 60 days, the seven last each for $1284, payable 1, 2, 3, 4, 5, 6, and 7 years, and bearing interest at 8 per cent. from the date, conveys the N. E. $\frac{1}{4}$ and E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$, and S. E. $\frac{1}{4}$ of section 13, the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$, N. W. $\frac{1}{4}$, W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$, section 11, and the S. W. $\frac{1}{4}$ of section 12, all lying in township No. 12, range 7 W., in the county of Washington; also the following slaves, viz.: Little Sol aged 20, Morris 18, Little Jim 16, Jacob 25, John 11, Ellen 35, Alfred 7, Little Henry 11, Jefferson 26, Colbert 28, Nance 30, Little Mary 14, Isaac 40, Cato 30, Jesse Scott 30, Moses 30, Lockheart 24, Jess 16, Dick Jones 35, Jim Crow 22, Squire 35, Richy 18, Dick Tucker 50, Seargent 18, Dicy 18, Peggy 28, Mariah 18, Elvira and child 22, Patty 45, Eliza 16, Delilah and 2 children 28, Elvira and 2 children 27, Sarah 9, Solomon Bennett 30, Solomon Blackwell 24, Jim Leggins 26, Henry Bondin 30, John Spencer 17, Ira 17, Bob 24, Little Peter 20, Tom 23, Lucy Scott and 2 children 24, Rachael 18, Hannah 14, together with their increase. Title warranted, and delivered to H. Moseley, March 30th, 1841.

William A. Drumgoole, dated 5th November, 1840; securities Counsel R. Bass and Frederick P. Plant, on 7 promissory notes, each for $705, of date 9 November, 1840, payable 1, 2, 3, 4, 5, 6, and 7 years after date, bearing interest from date, conveys the front parts of lots 3, 4, 5, 6, 7, and 8 of township 14, range 8 west, containing about 250 acres, it being the tract of land lying on the west side of Lake Washington, on which the said Drumgoole now lives, and the following slaves, to wit: Shadrock aged 25, Big George 24, Hannah his wife 25, Nat 23, Maria his wife 22, Naream 21, Little George 20, and Fanny 30, being 8 in number, together with their natural increase. Title warranted; delivered to H. Moseley, 30th March, 1841.

Thomas Keishaw, dated 17 January, 1840; securities F. G. Turnbull and John L. Chapman, on 8 promissory notes, each $1919, dated 26th December, 1839, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the last seven of which bear interest from date, conveys lots Nos. 1, 2, 3, and 4 in section 10, in township 14, range 9 west; also lots 5, 6, 7, and 8 in section 9, same township and range; also the east half of section 23, in same township and range, containing altogether 1365 acres, more or less; also the following slaves: Caroline aged 30, Ellen 8, Rose 30, Peter Green 17, Good 25, Violet 35, Dica 17, Sumner 14, Simpson 13, Little Violet 17, Paul 18, Shadrock 30, Nancy 30, Abbey and 2 year child, Peter Hom 35, Lucy 18, Balfour 10, Jeny 19, Robin Cunningham 20, Margaret 18, Violet 16. Title warranted; delivered to W. H. Moseley, 29 January, 1840.

Andrew Knox, dated 27 December, 1839; securities John G. Cox and Ambrose Knox, on 8 promissory notes, each dated 27th December, 1839, $2879, payable 1, 2, 3, 4, 5, 6, 7, and 8 years, the seven last bearing interest from date, conveys the following tracts or parcels of land, &c., bounded as follows: beginning on the Mississippi river on the sectional line between sections seven and eight in township 17, range 9 west, thence east with said line to the centre of a lake called Gendlis Lake, thence down the centre of said lake southeastwardly to the line between two and three in section 9, in township 17, range 9 west, thence south across the township line to the dividing lines between six and seven in section three, township sixteen, range 9 west, with said last line to the Mississippi river, thence with the said river to the beginning, lying and being and situate in the county of Washington, and containing 1000 acres more or less; also the following slaves: Dick 40 years, Old Reuben 35, Jerry 18, Clarry 17, David 15, Bill 19, Tim 19, Henry 16, Prude 15, Harriett 15, and the increase of the females. Title warranted; delivered to H. Moseley, 29 May, 1840.

Charles Turnbull, dated 28th December, 1839; securities, John Turnbull, and Andrew Turnbull, on eight promissory notes, each dated 27th December, 1839, for $169, each payable 1, 2, 3, 4, 5, 6, 7, and 8 years, the seven last bearing interest from their date, conveys lot

No. 4, in square , in the plat of the town of Princeton, it being the place on which he now resides, containing about 5 acres.

Ambrose Knox, dated 4th January, 1840; securities, Andrew Knox and David Blackburn, on eight promissory notes, each for $1324, dated 3d January, 1840, payable 1, 2, 3, 4, 5, 6, 7, and 8 years after date, the seven last bearing interest from their date, conveys the following tracts or parcels of land, viz.: the west half of the southeast quarter of section 31; also lots 1, 2, 3, and 5 of section 30; also the northwest quarter of section 31; also the southwest quarter of section 31 and lots 6 and 7 of section 30; all in township 14, range 9 west, lying, being, and situate in the county of Washington, and containing 956 acres, more or less; also the following slaves:

Anderson, about 26 years old; Tom, 24; Mat, 25; Jim, 25; Simon, 22; Jourdan, 22; Reuben, 28; Joe, 30; Willis, 27; Abram, 17; Jeff, 28; Abraham, 30; Jeremiah, 26; Merrick, 20.

Title warranted and delivered to H. Moseley, 29th May, 1840.

And on the 13th day of June, 1844, the following order was entered on the minutes of this court, in this cause, to wit:

BROWN BROTHERS & Co.
vs.
THE BANK OF MISSISSIPPI. } 2873.

On motion of complainants' solicitors, and due argument and consideration thereof, it is ordered by this court, that Charles A. Lacoste, of the city of Natchez, be, and he is hereby appointed receiver in this cause, and upon his executing bond, with Brown Brothers & Co., the complainants, and Stephen Duncan, as his sureties, in the penalty of three hundred thousand dollars, conditioned that he will well and truly fulfil and perform his duties as receiver according to this order, and the directions of the court, and that he will account to this court at such times and in such manner as it shall prescribe, the said Charles A. Lacoste is authorized and directed to take into his possession as receiver as aforesaid, all the property and assets of the defendant, the Bank of Mississippi, of every description in the hands of the said defendants, or any or either of them, or of their agents and attorneys, or of any other person or persons, and said defendants, their agents and attorneys, and other persons having in possession assets or property of said bank, are hereby enjoined to deliver the same to the said receiver, who is hereby authorized to take into possession all such property and assets, especially all notes, accounts, bills, bonds, mortgages, judgments, and other evidences of debts or assurances of title belonging to said bank.

It is further ordered, that said receiver proceed with all due despatch to collect the debts due or to become due to said Bank of Mississippi, and for such purpose is hereby authorized in the name of

said bank, or in any legal mode to commence and prosecute such suit or suits, at law or in equity, as may be necessary for such collection, and said receiver is further authorized to engage all necessary legal aid for the prosecution of such suits, by the employment of proper counsel, attorneys, &c.

It is further ordered, that said receiver report to this court, at each regular term thereof, his acts in the premises, and at the same time account for and pay over into court all moneys which may be collected, or come to his hands as receiver as aforesaid, to abide the further order of this court. June 12th, 1844.

"Exhibit D.," filed June 5th, 1843.

We, the committee appointed at the last meeting of the board, held on the 14th day of February, 1843, for the purpose of compromising and redunding the tract of land, belonging at the time of his death to Alfred Cox, deceased, and since purchased under execution by John G. Cocks, do report, that in pursuance *of the order* of the order of the board, and by virtue of the power in them vested, have this day compromised with the Philip A. Cocks, upon the following terms, to wit: "We have agreed and ordered the cashier to pay to the said Philip A. Cox, the sum of seven thousand five dollars in the circulation of the bank, in the place of some $2500 specie, the amount of purchase-money and interest; also to credit upon the notes of Alfred Cox, John W. Cocks, and Andrew Knox, the amount of principal and interest being the sum of $45,864, and to release the mortgages made to this bank by Alfred Cox and Jno. G. Cocks, which said release being caused by the creditors, is retained as a lien upon the said land, which when paid, together with the purchase-money, is subject to redemption by any creditor of Alfred Cox, and not otherwise. The committee having done all those things, believe the debt to be secure and the property amply sufficient to cover the whole amount, wherefore they ask to be discharged from further duty.

Given under our hands and seals this 18th day of February, 1843.

(Signed) D. F. BLACKBURN, [SEAL.]
President.
J. L. CHAPMAN. [SEAL.]
AMBROSE KNOX. [SEAL.]

The cashier of the Bank of Mississippi will, in pursuance of an order of the last board appointing the undersigned a committee to compromise and redeem the land of Alfred Cox, sold under execution, and purchased by John G. Cocks, and by him conveyed to Philip A. Cocks, to pay him the sum of seven thousand and five hundred dollars in the circulation of the bank, and also to credit of

Alfred Cox and John G. Cocks to the amount of forty-five thousand eight hundred and sixty-four dollars, to operate as a lien upon said land, and also to release the mortgages of the said John G. Cocks and Alfred Cox, made to this court, you are therefore hereby required to pay out, enter credits, and release upon the mortgages, notes, &c., aforesaid, and charge to the Bank of Mississippi the same.

(Signed) D. F. BLACKBURN,
President.
JNO. L. CHAPMAN.
AMBROSE KNOX.

PRINCETON, February 18th, 1843.

Bank of Mississippi, 17th May, 1843.

Notes in circulation, ...	$51,820 00
Deposited certificates, ...	9,276 57
	$61,096 57

On the 5th June, 1843, the following separate answer of John G. Cocks was filed, to wit:

To the Honorable Robert H. Buckner, chancellor of the State of Mississippi:

The several answer of John G. Cocks, one of the defendants to the bill of complaint of Brown Brothers & Co., complainants, against this defendant, and the Bank of Mississippi defendant. This defendant now and at all times reserving to himself all advantages and benefit of exception, both errors and exceptions contained in the said bill of complaints of the said complainants, for answer thereto, or so much thereof as he is advised it is material for him to make answer unto, the answering says, that he expressly and absolutely denies that he is indebted in manner and form as set forth in complainants' bills; that he admits he was indebted in the sum stated, but that said debt has been fully, fairly, and finally paid off and discharged in the following manner; that this defendant largely liable, to wit: eighty-three thousand dollars ($83,000), or thereabouts, as indorsed for his brother, Alfred Cox, who died some time in the fall of 1841; that some time in the month of March, 1842, the plantation of said deceased was levied upon, and sold under an execution having priority of all other liens, with mortgages, judgments, or deeds of any kind whatsoever; that this defendant attended said sale, and purchased said land, containing about nine hundred acres, at fair sale made by the sheriff of Washington county, State of Mississippi, for the sum of two thousand three hundred and nine dollars and fifty cents; that this defendant purchased to protect himself as indorser aforesaid; that excepting a deed of trust to one Sterling Niblett, and

the judgment aforesaid, this defendant had benefits under mortgage upon said property, given to secure the payment of debts this defendant was liable as indorser for; that he was advised that he held said property under clear and indisputable title; with that impression he sold and conveyed said tract of land to one Philip A. Cocks, but some two months subsequent to said sale he was informed by able counsel of said Niblett that said land was subject to redemption, and that the said counsel would avail himself of the just covenant opportunity to make tender of the necessary sum to redeem said land, according to law; this defendant applied to able counsel for advice, and was informed that said land was subject to redemption by any creditor of said deceased, whereby this defendant would be deprived of the principal security for his liability; it being true, as alleged in complainants' bill, that the estate of said deceased is hopelessly insolvent; that the defendant did then propose to the directors in session of the Bank of Mississippi, to compromise and redeem of said Philip A. Cox the land aforesaid, it being before said sale the principal security for a debt of said deceased to the bank of twenty-eight thousand dollars ($28,000), or thereabouts; that this defendant expressly denies he executed or possessed any undue influence with the directors of said bank, but that he made a plain statement of the facts of the case, and that the board, by a vote unanimous, seven members present, appointed a committee of three, with full power and authority to compromise and redeem as aforesaid the said land of the said Philip A. Cocks, as per copy of resolutions marked Exhibit , filed in the answer of the Bank of Mississippi, and the directors individually, and made part of that answer, and that said committee did compromise and redeem said tract of land, as per copy of report, and order marked Exhibit .

Also in the answer of the Bank of Mississippi and the directors individually, and made part of that answer, and that said compromise was made and completed by said committee, and the cashier of said bank, by entering the credits upon the notes of said Alfred Cox, deceased, and of the defendant, to the amount agreed upon, and by taking the deed of release to the said Bank of Mississippi, and filed in the clerk's office of the Probate Court of said county for record; that the defendant is informed and believes that the cashier has subsequent to said purchase and release notified said Philip A. Cocks of his intention to take possession of said land aforesaid in accordance with the instruction of the directors; that they have *have* never met with any opposition in getting possession whenever they may desire to do so; that said purchase and release was not made with this defendant, as stated in complainants' bill, but with the said Philip A. Cocks; that the committee made its purchase and redemption not from any undue influence exercised over them by this defendant, but from other causes not known to this defendant, unless it was for the better security of the defendant due to the bank; that the defendant

heard one of the committee, John S. Chapman, propose to give the same agreed upon and paid by the committee for the said land, and that he declared it a good bargain for the bank; that at the time for the purchase was made the actual cash was only about fifteen dollars per acre. Such was the depreciation of the circulation of said bank that the tract of land contained by government survey about nine hundred acres, with fully three hundred acres in a high state of cultivation, with large frame gin, two stands separate, grist-mill, frame dwelling, negro cabins, embracing a large portion of the town of Princeton, with several houses thereon, it is fronting on the Mississippi river, and all tillable, useful and valuable land belonging to said tract; that this defendant does not believe that by the purchase and redemption of the tract of land aforesaid any loss ought to accrue to the bank or its creditors; that he believes it could now be sold for the amount paid by the committee and cashier; that he is informed and believes that the circulation of the bank can now be bought for thirty cents on the dollar; that this defendant is not indebted to the bank as principal for one cent; that he is not, as he believes, in any danger of loss from any indorsements to said bank, the most of such of his liabilities being well secured by mortgage.

That he, this defendant, is a creditor of the bank to the amount of ten thousand dollars, or thereabouts, $10,000; that he does not believe the directors have done anything by which his interest has been jeopardized as a creditor of the bank. And this defendant denies all combination and confederacy charged against him in the said bill of complaint, all of which matters and things this defendant is ready to aver, prove and maintain, as this honorable court shall direct, and prays to be hence discharged with his costs and charges in this behalf most wrongfully sustained.

MONTGOMERY & BOYD,
For Defendant.

Personally appeared before me, the undersigned, a justice of the peace in and for the County of Washington, and State of Mississippi, John G. Cocks, who made oath that the matters and things contained in the above answer so far as he states of his own knowledge are correct and true, and those stated upon the knowledge of others he believes to be true.

JOHN G. COCKS.

Sworn to and subscribed before me, this 17th day of May, 1843.

A. F. SMITH,
J. P.

And on the 5th June, 1843, the following answer of Alex. Montgomery was filed to wit:

To the Honorable Robert H. Buckner, Chancellor of the State of Mississippi.

The answer of Alexander B. Montgomery, one of the directors of the Bank of Mississippi, to the bill of complaint of Brown, Brothers & Co.

This defendant, now and at all times saving and reserving to himself all advantage and benefit of exception to the errors and imperfections contained in said bill of the said complainants, for answer thereto, or so much thereof as he is advised is material for him to answer unto answering says that he expressly and absolutely denies that he ever had notice of having been elected a director of said Bank of Mississippi until within a few days since; that he never took or claimed his seat in said board of directors, either before the filing of said bill of complaint or since that time; that he does at this time and has at all times refused to receive the appointment of director; that he is not acquainted with any of the proceedings of said bank, all which matters and things this defendant is ready to aver, prove and maintain, as this honorable court shall direct, and prays to be hence dismissed with his costs and charges in this behalf most wrongfully sustained.

A. B. MONTGOMERY.
MONTGOMERY & BOYD,
For Defendant.

Personally appeared before the undersigned, justice of the peace in and for the County of Washington, and State of Mississippi, Alexander B. Montgomery, and made oath that the matters and things contained in the above answer are true and correct.

A. B. MONTGOMERY.

Sworn to and subscribed, this 15th May, 1843, before me,
A. F. SMITH,
J. P.

On the 7th June, 1843, the following answer of Turnbull was filed, to wit:

The separate answer of F. G. Turnbull, one of the directors of the Bank of Mississippi, to a bill in chancery filed, and now pending in the Chancery Court of Mississippi, before the Honorable Robert A. Buckner, chancellor, by Brown Brothers & Co. against the said bank, and herein individually.

Your respondent, in answer to so much of the allegations in said bill as he deems necessary and in law is bound to answer, answers and says, that as to the allegations in said bill, charging the directors of said bank with mismanagement in failing to collect the debts as they became due, he states that the attorney of the bank was directed to sue, and the notes for that purpose were placed in his

hands shortly after they became due, and suit was instituted on a large portion of them, but as a great number of the good notes were secured by mortgages running from six to eight years, according to the terms of the amended charter of the bank, and could not be sooner foreclosed, the directory, by resolutions, instructed the attorney to stop all proceedings on the debts that he deemed amply secure, upon the defendants paying the costs of the suits then pending, under the belief that it was then running the debtors of the bank to unnecessary expense in suing separately on each note as it became due, but the mortgages could be foreclosed, and this is the only neglect that your respondent is aware of in failing to collect the assets by the directory; as to the allegation in said bill, in relation to the cancelment of the mortgages of Alfred Cox and John G. Cocks, and the settlement of the debts of the said Alfred and John G. with the bank, wherein your respondent, in connection with the directory, is charged with improper conduct, answers and says: that at a meeting of the directory, on the 14th February, 1843, when your respondent was president pro tem., John G. Cocks offered a resolution marked A., which is taken from the directors' journal, and said to be a true copy of the original, and made a part of this answer, representing at the time he offered it that the object was the redemption of a tract of land formerly owned by Alfred Cox, and mortgaged to the Bank of Mississippi in his lifetime, together with certain negroes, for the sum of about $18,000, upon which the said John G. Cocks was security, and which he, the said John G., had, since the death of Alfred, purchased under a judgment older than the date of said mortgage, and was fearful unless the land was redeemed by the bank it would be redeemed by other creditors, and the bank thereby lose the benefit of its mortgage, and he be injured as Alfred Cox's security upon the representation of John G. Cocks, the resolution passed without critical examination on the part of your respondent, or as he believes by the other members of the board: under that resolution D. F. Blackburn, John L. Chapman and Ambrose Knox, the committee, signed a report, and an order to the cashier, under which your respondent believes the cashier partly acted; your respondent would further state that at a subsequent meeting of the board of directors, at which your respondent was present, an effort was made to have the said report acted on by the board, but the committee being present refused to render it as their report, on the ground that they were deceived as to its nature and character, and had signed it without sufficient examination, in consequence of which the board of directors refused to act upon it, and never have, so far as your respondent knows or believes; for himself, he disavows all sanction or connection with it, and join in the prayer of the complainants in having it annulled and cancelled by your honors, so far as the committee and cashier have acted; he further states that the mortgages referred to, and the notes secured thereby, as he has been informed, has been taken from the archives

of the bank by the said John G. Cocks without his knowledge, and your respondent protests from being held personally responsible for their abstraction, inasmuch as he is informed that the books and papers of the bank were in the hands of an examining committee of the board, who received them from the cashier, who had resigned and placed them in the hands of another then elected, and also for the action for the committee and cashier.

As relates to the allegations charging the release of the mortgage and securities of John L. Chapman, your respondent states that he was not present when the resolution passed, knows nothing about it (of his own knowledge), has not consented thereto, and claims to be released from all responsibility thereunto. He would further state that he was not present at the meeting of the board of directors, on the 23d of February, 1843, at which time the resolution was passed authorizing the taking certificates of stock in payment of debts as charged in complainant's bill, and that he has uniformly been opposed to the same, and protests from being held personally responsible for their passage or of any participation in them.

In conclusion your respondent would further state, that all the resolutions appearing upon the directors' journal of the 14th of February, 1843, at which time your respondent was acting president pro tempore, have not been signed by him as president, in consequence of their not having been placed upon the journal and read to the board before its adjournment; that he refused to sign them before the obtention of complainant's injunction; has uniformly refused to sign them since; did not vote for them; has never considered them binding on the bank, and protests from having the bank or himself held responsible for the same.

Your respondent would further state, that prior to complainant's bill being filed, or injunction being granted, that a resolution was introduced by him and unanimously adopted by the board of directors, authorizing the cashier of the bank to transfer to the agent of Brown Brothers & Co. (Mr. Robert Cochran), and then present any of the bills, notes, or other assets of the bank in his possession, with the consent of the drawers of the paper so transferred, together with fifteen per centum more of its assets to indemnify said Brown Brothers & Co. from loss on the same, and that the said Cochran, agent, &c., did not refuse the office in liquidation of Brown Brothers & Co. claims, but said he would go down and consult his friends on the subject, and let us know in eight or ten days, but the next we knew of him, he was back with his counsellor and injunction; and your respondent would further state, that said resolution has now been rescinded, but is still in full force.

Your respondent would further beg leave to refer to the answer of the Bank of Mississippi in its corporate capacity, and others, for his answer, on all points not especially answered in this his separate answer. He further denies all fraud or combination charged in

complainant's bill, and all allegations not denied or explained, and prays to be dismissed with his costs.

F. G. TURNBULL.
MONTGOMERY & BOYD,
Solicitors for Defendants.

The above-named F. G. Turnbull being duly sworn says, that so much of the foregoing answer as he states from his own knowledge is true, and what he has stated from the knowledge or information of others, he believes to be true.

F. G. TURNBULL.

Sworn to and subscribed before me, June 7, 1843.

R. L. DIXON,
Clerk.

Resolution "A."

Resolved, that D. F. Blackburn, J. L. Chapman, and Ambrose Knox, be appointed a committee to arrange the debts of Alfred Cox, deceased, and John G. Cocks, by the redemption of the tract of land fronting on the Mississippi river, belonging to the said Alfred Cox at the time of his death, and since purchased by the said John G. Cox, and by him sold to Philip A. Cox, the said committee to have full power and authority to arrange, compromise, compound, and redeem in such manner and on such terms as they may deem best under the circumstances, to take and receive from the proper person deeds of redemption, and to have full power in relation to the whole matters that the board of directors possess in full session.

On the 7th day of June, 1843, the following answer of A. Knox was filed in this cause, to wit:

The separate answer of Ambrose Knox to a bill in chancery, filed by Brown Brothers & Co., in the Chancery Court of the State of Mississippi, before the Honorable Robert H. Buckner, chancellor, against the Bank of Mississippi.

Your respondent, saving and preserving to himself all exceptions to the said bill, or so much thereof as he is advised it is material for him to answer, answers and says, that it is true he was elected one of the directors of said bank in January last for this year, and as such has been in the board and engaged in the deliberations thereof only twice during the year, as the journal of said board will prove. The first time this respondent was in the board was on the 14th of February last, as well as he now recollects, when some resolutions were offered in relation to the cancelling the stock-notes of the stockholders, which resolutions were entered on the journals by the

cashier; but your respondent has been informed, and so charges the fact to be, that they were never signed or sanctioned by the president of the board, who still refuses to sign or sanction the same, and does not consider them the act of the board, and your respondent protests from being held personally responsible, as he acted in good faith for the benefit of the institution at the time, and without any intention of injuring or defrauding her, or her directors. Among the resolutions then passed at the above-stated meeting, John G. Cocks, one of the directors, offered a resolution, a copy of which, marked "A.," is here filed as a part of this answer, which was passed without very close observation on the part of your respondent, or the other directors as he believes, owing to the representations of the said Cocks at the time, by which resolution, your respondent, together with Jno. L. Chapman and D. F. Blackburn were appointed a committee, with full powers, according to the words of said resolution, to arrange and settle the debts of a certain Alfred Cox and John G. Cocks, and redeem the tract of land formerly owned by said Alfred, and in his behalf mortgaged to the said Bank of Mississippi to secure a debt of about $18,000, due by said Alfred in his lifetime, upon which, the said John G. Cocks was his security, and which tract of land had been purchased by the said John G., by virtue of judgment of prior date to the said mortgage. Your respondent would here state, that at the time the said Cocks offered the resolution, and for the purpose of obtaining its passage without opposition, he stated that he had purchased the land under the judgment to protect himself as security of his brother Alfred, and that an agent of Sterling Niblett, who was a creditor also of Alfred Cox, had offered to redeem the land from him under the redemption laws of this State, and unless the board would pass the resolution, he was fearful the money to redeem would be tendered by the agent of Niblett, and that the bank would lose the benefit of her mortgage on the land, and he be greatly injured as an innocent security; confiding to the said representations, and supposing the said resolutions referred only to the individual debts of Alfred Cox, it was passed by the board as above stated.

Your respondent further states that the said John G. Cocks drew up a report for the committee, and an order from them to the cashier, in which he not only included the debt of Alfred Cox, but his own individual indebtedness to the bank for about $18,000, and directing the cashier to release both the mortgage of Alfred Cox and also his own, and to give up the notes of both persons, and pay in addition the sum of about $7500 in the circulation of said bank; he obtained the signatures of the said Blackburn and Chapman, and on 20th of February sent a boy post-haste to the upper end of the county, where your respondent then was engaged on his plantation, with the following note, a copy of which, marked "B.," is filed as a part of this answer, soliciting your respondent's signature for reasons therein

set forth. Your respondent here states that, being at the time busily occupied in other matters, still laboring under the impression made by the representations of said Cocks, and having every confidence in the two gentlemen who had signed the report and order, that all was correct and proper, he did not give the subject the consideration it deserved, and signed it without close examination; upon your respondent's return home he discovered that he had been deceived as to the character and object of the whole arrangement; that not only the individual debt of John G. Cocks was cancelled in the arrangement, but that he also contracted an execution against the bank for about $3000, under which it was his intention to sell and purchase the land, and that his sole object was to secure and mislead the directors and committee, by which he would pay off a debt of about $45,000 for about $3000. Your respondent refused to confirm or to tender it for the action of the board, and still protests against it, as having his sanction or authority, and joins in with the complainants in praying it to be annulled and set aside.

Your respondent further states that he has had no action with the directors except as above stated, and at one other meeting obtained and held expressly for the benefit of the complainants, and to which they do not object, as he believes; he denies all fraud, collusion, or intent to injure or defraud the complainants as set forth in their bill, and denies all the allegations and charges in the same made against him, which are not hereinbefore explained or denied, and protests from being in any manner or shape personally responsible for the acts of the bank, or its other directions, and finally prays to be dismissed with his costs.

AMBROSE KNOX.

State of Mississippi, Washington County.

This day personally appeared before the undersigned, a justice of the peace for said county, Ambrose Knox, who states on oath that the facts contained in the above answer, as far as stated from his own knowledge, are true, and so far as stated from the knowledge of others, he believes to be true.

AMBROSE KNOX.

Sworn to and subscribed before me, this 24th May, 1843.

A. F. SMITH,
J. P.

PRINCETON, 14th February, 1843.

The board of directors met; present, F. G. Turnbull, John L. Chapman, John G. Cocks, David Suggett, Ambrose Knox, and A. W. McAllister.

Resolved, D. F. Blackburn, John L. Chapman, and Ambrose Knox, be appointed a committee to arrange the debts of Alfred Cox,

deceased, and John G. Cocks, by the redemption of the tract of land fronting on the Mississippi, belonging to the said Alfred Cox at the time of his death, and since purchased under execution by the said John G. Cocks, and by him sold to Philip A. Cocks; the said committee to have full power and authority to arrange, compromise, compound, and redeem, in such manner and on such terms as they may deem best under the circumstances, to take and receive, from the proper persons, deeds of redemption, and to have full power in relation to the whole matter that the board of directors possess in full session.

A. F. SMITH,
Cashier pro tem.

A true copy from the minutes.

W. M. WILLOUGHBY,
Cashier.

PRINCETON, 5th June, 1843.

Exhibit A.

Copy from Minutes.

And on the 8th day of June, 1843, the following was entered on the minutes of this court, in this cause, to wit:

BROWN BROTHERS & Co.
v.
BANK OF MISSISSIPPI et al. } 2873.

On motion of the complainants' solicitors, it is ordered that they have leave to file (A.), an amended bill, which is now filed.

On the 8th June, 1843, the following amended bill was filed, to wit:

The State of Mississippi, Superior Court of Chancery,
June Term, 1843.

To the Honorable Robert H. Buckner, chancellor of the State of Mississippi.

Humbly complaining, showeth unto your honor your orators, William Brown, George Brown, John Alexander Brown, James Brown, Stewart Brown, William Ezra Brown, Joseph Shipley, John Moore Priestman, Samuel Nicholson, Jonathan McLanahan, and Herman H. Perry, merchants and partners, doing business under the style and firm of Brown Brothers & Co., for and in behalf of themselves and such other creditors of the Bank of Mississippi as shall come in and make themselves partners to this amended bill. That on the day of April, 1843, your orators exhibited their

original bill of complaint, in this honorable court, against the Bank of Mississippi, Frederick G. Turnbull, John G. Cocks, D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus McAllister, and William Penrice, which original bill is hereby to, and made part of, this amended bill.

And your orators further, by way of amendment to said original bill, show unto your honor, that the property mentioned in said original bill, as having been mortgaged by Alfred Cox, deceased, to secure certain debts due him in his lifetime to said Bank of Mississippi, and which said mortgage it is averred in said original bill, was fraudulently released and discharged by collision between said bank and said John G. Cox, one of the directors thereof as aforesaid, was by said Alfred Cox, in his lifetime, and subsequently to said mortgage to said Bank of Mississippi, to wit, on the day of conveyed to one Abraham F. Smith, upon certain trusts in said deed of conveyance mentioned, and said Smith took possession thereof as trustee of said Alfred; that the said John G. Cox being largely security for said Alfred, after the death of said Alfred, to wit, 1842, applied to said Smith, to obtain the control of said property, promising said Smith, that if he would give him the control of said property, he, said Cox, would perform and fulfil the trusts contained in said deed, whereupon said Smith delivered said property to said John G.

Your orators further show, that one Andrew Carson, of , about the day of March, 1839, received a judgment against said Alfred Cox, for the sum of $, upon which execution issued and was on the day of , 1842, by the express direction of said Smith, levied upon said lands embraced in the mortgage from said Alfred Cox to the Bank of Mississippi, and by fraudulent collusion between said Smith and said John G. Cox, the said John G. become the purchaser of said land under said sale, for the sum of $2309, or thereabouts, and received a deed from the sheriff therefor, a copy of which deed is herewith filed, marked "Exhibit A.," and made part of this amended bill.

And your orators aver, that said purchase-money of $2309, was money of the estate of Alfred Cox, in the hands of said Smith, as trustee as aforesaid, and was furnished to said John G. Cox, by said Smith, out of the estate of said Cox, for the purpose of purchasing in said land as aforesaid, and of avoiding other liens thereon, and that said purchase was in law a fraud upon the creditors of said Alfred, and that said John G. became by said purchase (if it was not absolutely void), a mere trustee for said creditors of said Alfred, and your orators further state, that afterwards, to wit, on the day of February, 1843, said John G. made a pretended deed of land to one Philip Cox, a brother of said John G., a copy of which deed is herewith filed, marked Exhibit "B.," and made part of this amended bill.

And your orators aver that said deed from said John G. to said Philip was not *bona fide*, but pretended and fraudulent, and no real consideration passed therefor. And they further aver, that said Philip, well knew at the time of his pretended purchase, that said land had been bought by said John G., with the money of the estate of the said Alfred, furnished by said Smith, as aforesaid, and that the whole transaction was intended for the benefit of the said John G., and to avoid the liens held by creditors upon said land.

Your orators further state, that said Philip Cox, after his fraudulent and pretended purchase from said John G., combining and confederating with the said John G., and the directors of said Bank of Mississippi, who are defendants to said original bill, as well as with the other directors who are made defendants to this amended bill to defraud the creditors of said bank, and enter into a fraudulent and illegal compromise and agreement, by which said bank paid to said Philip Cox, to quiet, arrange, and compromise said pretended and fraudulent title of said Philip A. to said lands so mortgaged by said Alfred Cox in his lifetime to said bank, a large sum of money, to wit, the sum of seven thousand five hundred dollars, in the notes of said bank, and did in pursuance of said unlawful and fraudulent agreement, credit upon the notes of Alfred Cox, John G. Cox, and Ambrose Knox, the sum of $45,864, and also released or gave up the mortgages and notes made to said bank by said Alfred Cox and John G. Cox, set forth in the original bill, to which this is an amendment.

All of which proceedings of said bank will more fully appear, by copies of proceedings of said board of directors and the action of the committee and cashier, copies of which are filed with the answer of said bank to said original bill, marked as Exhibits "C. and D.," and which are hereby referred to and made part of this amended bill.

Your orators aver, that said $7500 was paid by said bank to said Philip A. Cox, in a certificate of deposit for that amount, which was afterwards presented by said John G., and a new certificate for the same amount given by him in lieu thereof; that said credit of $45,864 was made upon the notes of the said Alfred, John G., and Ambrose Knox, due said bank, and said mortgages of said Alfred, and said John G., released, and the notes and mortgages have been delivered up to said John G., and your orators aver, that the whole transaction was fraudulent and illegal from the beginning to the end, and a most inexcusable waste of the assets and securities of the bank, and in utter violation of the duty of said directors as trustee thereof. Your orators would further state, that notwithstanding the erroneous price given by said bank to said Philip Cox for his pretended claim to said lands, yet said Cox still remains in possession and is cultivating the same without any lease or contract with the bank therefor.

Your orators, by way of further amendment to their original bill,

state that they have obtained a copy of the resolutions passed by said directors of said bank, referred to in said original bill, authorizing, among other things, the debtors of said bank to pay their debts in certificates of stock, at par, which copy is herewith filed, marked "Exhibit C.," and prayed to be taken as part of this amended bill.

And your orators aver, that in pursuance of said resolutions, notes to the amount of $100,000, or thereabouts, due said bank, have been surrendered and given up by said directors, as your orators aver, fraudulently and unlawfully; a list of which notes, that is to say, the drawers' securities and amounts so improperly surrendered by said directors, is herewith filed, marked Exhibit D., and made part of this amended bill; and your orators state that said discharge of said debts, mentioned in said bill, were without good consideration, and if permitted, or any part thereof, to stand, will greatly injure your orators and the other creditors of said bank, and constitute a breach of trust, on the part of said directors, and a gross and shameful waste of the assets of said bank.

Your orators state that since the filing of said original bill they have discovered that Robert P. Shelby of Washington county, and Alexander B. Montgomery of were at the filing of said bill and still are directors of said bank, and they are hereby made defendants to said original bill.

Your orators further state that the principal matters in the amended bill stated were not known to them at the time of the filing of the same.

And your orators pray, in consideration of the premises, that the said Philip Cox be made defendant, together with John G. Cox, and the other defendants to the original bill, to the annexed bill. And may it please your honor to grant subpœna, &c., directed, &c., to said Philip A. Cox and John G. Cox, and said Bank of Mississippi, commanding them to appear, and true and perfect answers, upon their respective corporal oaths, to the matters hereinbefore set forth, and more particularly, that said Philip and John G. Cox, respectively answer, 1st. Did not Abram F. Smith advance to John G. Cox the $2300, or any portion thereof, the purchase-money of the lands of said Alfred, purchased by said John G., under execution, as above herein set forth?

2d. Did not said money belong to the estate of said Alfred, in the hands of said Smith as trustee?

3d. Did not said John G. Cox make said purchase, under said execution, with the express understanding with said Smith that said John G. should take the possession of Smith, as trustee, and administer the property in the same manner?

4th. Was not said Philip, at the time of his purchase from said John G., acquainted with the fact that the purchase-money was advanced by said Smith out of the funds of the estate of said Alfred?

5th. Was not said Philip acquainted with the fact that it was agreed and understood between said Smith and said John G., that said John G. was to purchase in the property, under said execution, as trustee, and hold the same, subject to the same trusts, with said Smith?

6th. What was the consideration of the sale from John G. to said Philip Cox? when paid, and in what manner?

And may it please your honor, upon final hearing of said original bill, to decree that said purchase, by said John G., of the lands of said Alfred Cox, be declared void as to all creditors of the estate of said Alfred, and that the sale from said John G. to said Philip, and from said Philip to said bank, be cancelled and annulled; that said Philip pay back to said bank said sum of $75,000; that said credit of $45,864, upon the notes of said Alfred, John G., and Ambrose Knox, be also cancelled, and the notes and mortgages delivered up by the bank to said John G. restored and rendered valid; and such other and further relief, may it please your honor to grant, as may seem just in the premises. And your orators, &c.

PRENTISS & GUION,
Complainants' Solicitors.

The State of Mississippi.

Personally appeared before the undersigned, clerk of the Superior Court of Chancery, agent and attorney in fact of the complainants, Brown Brothers & Co., and made oath that the matters and things contained in the foregoing amended bill are true, so far as stated upon his own knowledge, and so far as derived from the information of others, he believes to be true.

ROB. COCHRAN.

Sworn to and subscribed before me, this 7th day of June, 1843.

R. L. DIXON,
Clerk.

And on the 8th day of June, 1843, the following exceptions were filed to the answer of the bank, Cox, and Blackburn et al., to wit:

In Chancery.

Between BROWN, BROTHERS & Co., complainants,
and
THE BANK OF MISSISSIPPI et al., defendants.

Exceptions taken by said complainants to the insufficient joint answer of said Bank of Mississippi, John G. Cox, David F. Blackburn, *David F. Blackburn*, David Suggett, William J. Penrice, and A. W. McAllister.

1st Exception. For that the said defendant have not fully annexed

what are the assets of said bank, what are the assets of the bank, what property does it own, what debts are due to it, and how received, as required by the second special interrogatory in complainants' bill.

2d Exception. For that said defendants have not fully answered whether said bank has ceased its banking operations, and how long; whether it has not gone into liquidation; what amounts are the present directors indebted to it respectively; what amounts are now due from said defendants respectively, and how long have such amounts been due; what settlements of debts, by payment, compromise, or otherwise, have been made by said defendants, or any of them; what securities, mortgages, or otherwise, have been released or charged by said defendants, or any of them, of debts owing to said bank, and upon what consideration in each instance was such release or charge made, as said defendants were required to do by the 4th special interrogatory in complainants' bill.

3d Exception. For that said defendants have most fully answered the amendments in complainants' bill, that the directors of said bank were indebted to it, said Cox in the sum of $40,000, said Blackburn in the sum of $16,000, said defendant Knox in the sum of $33,000, said defendant Turnbull in the sum of $45,000, said defendant Chapman in the sum of $37,000, and said McAllister in the sum of $6000.

4th Exception. For that said defendant have not answered the averment in said complainants' bill, that said defendant had neglected to take any steps to collect the debts due said bank.

5th Exception. For that said defendants have not fully appended, answered, a full transcript of the proceedings of the board of directors, which under the management of defendants, or any of them.

6th Exception. For that said defendants have not fully answered the averment in complainants' bill, that at the time of the release of said Chapman's mortgage, as set forth in said bill, said Chapman set at the board of directors, and formed one of the quorum who released the old and took the new mortgages, and that without said Chapman there would have been no quorum, and such release and substitution could not have been made.

In all which particulars the said complainants except to the answer of said defendants as evasive, imperfect, and insufficient, and pray that said defendants may be compelled to put in a full and sufficient answer thereto.

GUION & PRENTISS,
Complainants' Solicitors.

On the 8th day of June, 1843, the following amended bill was filed, to wit (extract), from the minutes of the board of directors:

Exhibit C.

At a meeting of the board of directors of the Bank of Mississippi, held at Princeton on the 14th of February, 1843—

Present, F. G. Turnbull, John L. Chapman, John G. Cocks, David Suggett, Ambrose Knox, and A. W. McAllister.

Resolved, That D. F. Blackburn, John L. Chapman, and Ambrose Knox be appointed a committee to arrange the debts of Alfred Cox, deceased, and John G. Cocks, by the redemption of the tract of land fronting on the Mississippi river, belonging to said Alfred Cox at the time of his death, and since purchased under execution by the said John G. Cocks, the said committee to have full power and authority to arrange, compound, compromise, and redeem, in such manner and on such terms as they may deem best under the circumstances, to take and receive from the proper persons deeds of redemption, and to have full power and relation to the whole matter that the board of directors possess in full session.

Resolved, That the stockholders of this bank who have paid in only a part of their stock, and have not arranged their stock debt according to the order and resolutions of the board made heretofore, be and are hereby allowed such stock, and certificates of stock to the amount actually paid in, and that they shall be held and considered only as stockholders to the amount actually paid in, and be allowed to vote and receive dividends only in and to that amount and proportion, and their notes, which were given for the remainder of their stock upon their accepting the terms of this resolution, are hereby cancelled, and directed to be cancelled, and delivered up by the cashier.

Resolved, That the cashier be directed to make a balance-sheet on the books of the bank, and report the profits, and taking into consideration all the notes and bills receivable, due, or to become due, except the stock notes, that a dividend be declared to the amount of said profits.

Resolved, That each stockholder who has arranged his stock in pursuance to an order of a previous board, be allowed the amount of his dividend, to be credited on his stock-note, and that he may pay off the remainder of stock-note by transfer of certificates of stock, dollar for dollar.

Signed, A. F. SMITH,
Cashier pro tem.

True copy from the minutes of the board.

W. M. WILLOUGHBY,
Cashier.

Exhibit D., filed June 8th, 1843.

List of notes given up by the Bank of Mississippi, under resolution passed the 14th February, 1843.

Drawers.	1st Security.	2d Security.	Amount.
Andrew Turnbull,	Jno. Turnbull,	F. G. Turnbull,	$10,000 00
do.	do.	do.	827 00
do.	do.	do.	827 00
do.	do.	do.	827 00
do.	do.	do.	827 00
A. W. McAllister,	W. P. Montgomery,	A. B. Montgomery,	1,000 00
do.	do.	do.	609 02
D. F. Blackburn,	Wm. Hunt.	Jno. G. Cocks,	500 00
do.	do.	do.	500 30
do.	do.	do.	639 00
do.	do.	do.	639 00
do.	do.	do.	639 00
do.	do.	do.	639 00
do.	do.	do.	639 00
do.	do.	do.	639 00
John G. Cocks,	Alfred Cox,	Andrew Knox,	3,000 00
do.	do.	do.	4,000 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
do.	do.	do.	1,808 00
Alfred Cox,	John G. Cocks,	Andrew Knox,	2,400 00
do.	do.	do.	3,102 79
do.	do.	do.	600 00
do.	do.	do.	2,400 00
do.	do.	do.	2,400 00
do.	do.	do.	2,400 00
do.	do.	do.	2,400 00
do.	do.	do.	2,400 00
do.	do.	do.	2,400 00
			$51,618 11
Alfred Cox,	John G. Cocks,	Andrew Knox,	$2,400 00
Harrett B. Blanton,	A. W. McAllister,	F. G. Turnbull	6,600 00
Wm. Hunt,	A. B. Montgomery,	D. F. Blackburn,	5,000 00
Thomas Kershaw,	F. G. Turnbull,	J. L. Chapman,	2,000 00
A. B. Montgomery,	Wm. Hunt,	D. F. Blackburn,	2,500 00
W. P. Montgomery,	A. W. McAllister,	A. B. Montgomery,	2,500 00
Merchison & Doyal,	Barlow & Taylor,	Silas Lillard,	523 56
do.	do.	do.	1,088 14
A. T. McMustry,	N. Buckner,		2,123 76
E. Montgomery,	Sprague & Howell,		406 09
John A. Miller,	F. P. Plant,	A. W. Dunbar,	2,400 00
W. S. Scott,	P. A. Cocks,	A. F. Smith,	900 00
do.	John G. Cocks,	P. A. Cocks,	1,000 00
do.	do.	do.	33 22
do.	do.	do.	66 78

Jno Turnbull,	Andrew Turnbull,	F. G. Turnbull,	$15,000 00
Charles Turnbull,	Jno. Tunrbull,	Andrew Turnbull,	1,000 00
J. L. Wilson,	Noah Barlow,	T. M. Falconer,	2,103 75
			$99,263 41

Exhibit B. to amended Bill, filed May 8th, 1843.

State of Mississippi, Washington County.

Deed.

This indenture, made and entered into by and between John G. Cocks of the first part, and Philip A. Cocks of the second part, both of the county and State of Mississippi aforesaid, witnesseth, that the said party of the first part, for and in consideration of the sum of seventeen thousand dollars, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and by these presents doth give, grant, bargain, sell, and convey, unto said party of the second part, all the following described real property or parcels of land, to wit, lots one and two, three and four in section eight, and lots three, four, five, and six, and seven and eight in section seven, also lots two, and that part of lot one lying on the southwest side of Ralles Bayou in section twenty-six, all of which lands are in township fourteen, range nine west, fronting on the Mississippi river, and running along the bank of Lake Jackson, adjoining the lands of C. R. Bass, Thomas Grimes, and Thomas Kershaw, and lying and being in the county and State aforesaid, together with all and singular the appurtenances, privileges, and hereditaments thereunto in any wise appertaining, including gin, mill, negro quarters, and dwelling-house, to have and to hold the said land with the appurtenances to the said Philip A. Cox, his heirs, administrators, executors, and assigns, from the said John G. Cocks, his heirs, administrators, and assigns forever; and the said John G. Cocks, for himself, his heirs, and assigns, doth warrant and forever defend the title to the aforesaid land to the said Philip A. Cocks, his heirs and assigns, against the claim or claims of each and every person or persons in any manner claiming either in law or in equity.

In testimony whereof, the said John G. Cocks hath hereunto set his hand, and affixed his seal, this the tenth day of November, in the year of our Lord eighteen hundred and forty-two.

JOHN G. COCKS. [SEAL.]

State of Mississippi, Washington County.

Personally appeared before me, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, John G. Cocks, whose name is subscribed to the foregoing deed to Philip A.

Cocks, and acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 18th day of November, 1842.

THOMAS W. ENDICOTT, [SEAL.]
Clerk.

State of Mississippi, Washington County.

I, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, do certify that the foregoing deed was filed and recorded November the 18th, 1842, in book S., page 140.

Given under my hand and seal of office, this 18th day of November, 1842.

THOMAS W. ENDICOTT,
Clerk.

State of Mississippi, Washington County, *ss.*

I, Montague Endicott, clerk of the Probate Court of said county, hereby certify that the foregoing instrument is truly and faithfully transcribed from the record of my office.

Given under my hand and seal of office, this 8th day of May, A. D. 1843.

M. ENDICOTT,
Clerk.

And on the 9th day of June, 1843, the following order was entered on the minutes of this court in this cause to wit:

BROWN, BROTHERS & Co.
v. } 2873.
THE BANK OF MISSISSIPPI.

It is ordered that the exceptions to the answers of the Bank of Mississippi, Cox, Blackburn, Suggett, Penrice, McAllister, be referred to Robert Hughes, Esq., and that he report thereon with all convenient speed.

This report filed June 16th, 1843.

The State of Mississippi, in the Superior Court of Chancery, June term, 1843.

BROWN, BROTHERS & Co., complainants,
and
THE BANK OF MISSISSIPPI et al., defendants.

The commissioner to whom it is referred to look into the complainants' bill, the defendants' answer to the same, and the exceptions

taken by said complainants to said answer, now reports that all the exceptions are well taken are allowed, all which is respectfully submitted.

ROBERT HUGHES,
Commissioner.

June 16th, 1843.

Exhibit filed by complainants in the case of Brown Brothers & Co. *v.* The Bank of Mississippi, now pending and undetermined in Superior Court of Chancery of the State of Mississippi.

No. 21. One Thousand Pounds Sterling. No. 21.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted to William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown, on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and the first day of May, in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereto attached.

In testimony whereof, the president of the said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the [L. S.] seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 21, due May 1st, 1840.

H. MOSELEY,
Cashier.

No. 22. One Thousand Pounds Sterling. No. 22.

Know all men by these presents, that *that* the Bank of Mississippi acknowledges itself indebted unto William and James Brown

& Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed and the cashier hath countersigned these presents, and the board of directors has caused the seal of [L. S.] the corporation to be affixed thereto, at the said bank in Princeton, in Mississippi, the fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 22, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 23. One Thousand Pounds. No. 23.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. & James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and the first day of May in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed and the cashier hath countersigned

these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the [L. S.] said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and twenty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 23, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 24. One Thousand Pounds Sterling. No. 24.

Know all men by these presents, *that these presents*, that the Bank of Mississippi acknowledges itself indebted unto Wm. & Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November, and on the first day of May, in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed and the cashier hath countersigned these presents, and the board of directors has caused the seal of the [L. S.] corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling; being half-yearly interest on bond No. 24, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 25. One Thousand Pounds Sterling. No. 25.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond. Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the seal of [L. S.] the corporation to be affixed thereto, at the said bank, in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 25, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 26. One Thousand Pounds Sterling. No. 26.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in

the city of London, coupons for the payment of interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused [L. S.] the seal of the corporation to be affixed thereto at the bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 26, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 27. One Thousand Pounds Sterling. No. 27.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Messrs. William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of this bond, principal and interest payable at the counting-room house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest, *interest* being hereunto attached.

In testimony whereof, the president of the said Bank of Mississippi hath signed, and the cashier hath countersigned, these [L. S.] presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, the fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 27, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 28. One Thousand Pounds Sterling. No. 28.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co., on the first day of May, at the rate of six per cent. per annum, payable semi-annually on the first *day of* day of November, and on the first day of May, at the rate of six per cent. per annum, payable on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond. Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused [L. S.] the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 28, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 29. One Thousand Pounds Sterling. No. 29.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of the said

Wm. and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond.

Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the seal of [SEAL.] the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this 15th day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.

H. MOSELEY,
Cashier.

W. N., 1st May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 29, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 30. One Thousand Pounds Sterling. No. 30.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and James Brown & Co., in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to order of the said William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every yeaar, until the payment of the principal of this bond.

Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these [SEAL.] presents, and the directors has caused the seal of the corporation to be affixed thereto, at the said bank in Prince-

ton, Mississippi, this 15th day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half yearly interest on bond No. 30, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 31. One Thousand Pounds Sterling. No. 31.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co. on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November, and on the first day of May in each and every year until the payment of the principal of this bond.

Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier countersigned, these presents, and the board of directors has caused the seal of [SEAL.] the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half yearly interest on bond No. 31, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 32. One Thousand Pounds Sterling. No. 32.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused [SEAL.] the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, the fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest, on bond No. 32, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 33. One Thousand Pounds Sterling. No. 33.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of said Wm. and Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in

the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned [SEAL.] these presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 33, due 1st May, 1840.

H. MOSELEY,
Cashier.

No. 34. One Thousand Pounds Sterling. No. 24.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co. on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of November next, and on the first day of May, 1840, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the [SEAL.] seal of the corporation to be affixed thereto, at the bank in Princeton, Mississippi, this fifteenth day of January, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 May, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 34, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 35. One Thousand Pounds Sterling. No. 35.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co. on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rates of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors *and the board of directors* has caused the seal of the corporation to be affixed thereto, at the said bank, in Princeton, Mississippi, the fifteenth day of January, one thousand eight hundred and thirty-nine.

[L. S.]

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., May 1st, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 35, due 1 May, 1840.

H. MOSELEY,
Cashier.

No. 36. One Thousand Pounds Sterling. No. 36.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and

Jas. Brown & Co. on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December and on the first day of May in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused [L. S.] the seal of the corporation to be affixed thereto, at the said bank, in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 36, due 1st June, 1840.

H. MOSELEY,
Cashier.

No. 37. One Thousand Pounds Sterling. No. 37.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. and Jas. Brown & Co. on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, and on the first day of June, in each and every year until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the [L.S.] seal of the corporation to be affixed thereto, at the said

bank in Princeton, Mississippi, the fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 37, due 1st June, 1840.

H. MOSELEY,
Cashier.

No. 38. One Thousand Pounds Sterling. No. 38.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from 1st day of June, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of June, and on the first day of December in each and every year until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the [L.S.] seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 38, due 1 June, 1840.

No. 39. One Thousand Pounds Sterling. No. 39.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the full and just sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December and on the first day of June, in each and every year until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of the Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the [L.S.] seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day of March, in the year one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 39, due June 1st, 1840.

H. MOSELEY,
Cashier.

No. 40. One Thousand Pounds Sterling. No. 40.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Messrs. Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling; which sum the said Bank of Mississippi promises to pay to the order of Messrs. Wm. and Jas. Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of December, and on the first day of June, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, [L.S.] and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest, on bond No. 40, due June 1st, 1840.

H. MOSELEY,
Cashier.

No. 41. One Thousand Pounds Sterling. No. 41.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Wm. & James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of said Messrs. Wm. & James Brown & Co. on the first day of June, 1840, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable on the first day of December, 1839, and on the first day of June, 1840, and in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these presents, and the board of directors has caused the [L. S.] seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this fourth day of March, one thousand eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty

pounds sterling, being half-yearly interest on bond No. 41, due 1st June 1840.

H. MOSELEY,
Cashier.

No. 42. One Thousand Pounds Sterling. No. 42.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto Messrs. Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Messrs. Wm. and Jas. Brown & Co., on the first day of June, in the year of our Lord, one thousand, eight hundred and forty, with interest from the 1st day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, and in each and every year, until the payment of the principal of this bond.

Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these [SEAL.] presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at the said bank in Princeton, Mississippi, this 4th day of March, 1839.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1st June, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling being half-yearly interest on bond No. 42, due June 1st, 1840.

H. MOSELEY,
Cashier.

No. 43. One Thousands Pounds Sterling. No. 43.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted to Wm. and Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of said Wm. and Jas. Brown & Co., on the first day of June, in the year of our Lord, one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum,

payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, and in each and every year until the payment of the principal of this bond.

Principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London; coupons for the payment of the interest being hereto attached.

In testimony whereof, the principal of said Bank of Mississippi hath signed, and the cashier hath countersigned these presents, and the board of directors has caused the seal [SEAL.] of the corporation to be affixed thereto, at the bank in Princeton, Mississippi, this 4th day of March, one thousand, eight hundred and thirty-nine.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1st June, 1840.

Thirty Pounds Sterling.

Denison, Heywood, & Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 43, due June 1st, 1840.

H. MOSELEY,
Cashier.

No. 44. One Thousand Pounds Sterling. No. 44.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted to Wm. & James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said Wm. & James Brown & Co. on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of December, 1839, and on the first day of June, 1840, in each and every year, until the payment of the principal of this bond.

Principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co. in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned these [SEAL.] presents, and the board of directors has caused the seal of the corporation to be affixed thereto, at Princeton, Mississippi, this 4th day of March, 1839.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 June, 1840.

Thirty Pounds Sterling.

Dennison, Heywood, Kennard & Co. will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 44, due June 1, 1840.

H. MOSELEY,
Cashier.

No. 46. One Thousand Pounds Sterling. No. 46.

Know all men by these presents, that the Bank of Mississippi acknowledges itself indebted unto William and James Brown & Co. in the just and full sum of one thousand pounds sterling, which sum the said Bank of Mississippi promises to pay to the order of the said William and James Brown & Co. on the first day of July, in the year of our Lord one thousand eight hundred and forty, with interest from the first of July, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of January, 1840, and on the first of July, 1840, in each and every year, until the payment of the principal of this bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood & Kennard & Co., in the city of London, coupons for the payment of the interest being hereunto attached.

In testimony whereof, the president of said Bank of Mississippi hath signed, and the cashier hath countersigned, these pre-
[SEAL.] sents, and the board of directors has caused the seal of the corporation to be affixed thereto at the said bank in Princeton, Mississippi, this 13th day of March, 1839.

ANDREW KNOX,
President.
H. MOSELEY,
Cashier.

W. N., 1 July, 1840.

Thirty Pounds Sterling.

Denison, Heywood, Kennard & Co., will pay the bearer thirty pounds sterling, being half-yearly interest on bond No. 46, due 1 July, 1840.

H. MOSELEY,
Cashier.

Superior Court of Chancery of the State of Mississippi.

I, Richard L. Dixon, clerk of said court, do hereby certify that the foregoing twenty-three pages contain true and correct transcript of the bonds of the Bank of Mississippi, numbered as follows, to wit: 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38,

39, 40, 41, 42, 43, 44, and 46, filed in said court by the complainants, in the suit of Brown Brothers & Co. *v.* The Bank of Mississippi.

In testimony whereof, I have hereto set my name, and affixed the seal of my office, at Jackson, this 26th day of July, A. D. 1843.

Exhibit K. to Supplemental Bill.

Filed June 4th, 1844.

Pleas before the Honorable George Coulter, judge of the first judicial district of the State of Mississippi, at a Circuit Court begun and held in and for the County of Washington, on Monday the 8th day of April, it being the 2d Monday of said month, in the year of our Lord one thousand eight hundred and forty-four, on the day the term.

WM. & JAS. BROWN & Co., plaintiffs,
v.
THE BANK OF MISSISSIPPI, defendants.

Be it remembered that heretofore, to wit, on the 2d day of October, A. D. 1843, the plaintiffs, by Prentiss & Guion, their attorneys, filed in the clerk's office of the Circuit Court of Washington county, their declaration in the above stated case, in the words and figures following, to wit:

The State of Mississippi, Washington County. Circuit Court of said county, October term, A. D. 1843.

Declaration.

William Brown, George Brown, John Alexander Brown, James Brown, Stewart Brown, William Ezra Brown, Joseph Shipley, John Moore, Priestman Samuel Nicholson, Johnston McLanahan, and Herman H. Perry, merchants and bankers, doing business under the name of Wm. and Jas. Brown & Co., plaintiffs, herein by Prentiss & Guion, their attorneys, complained of the Bank of Mississippi, a corporation created by the laws of the State of Mississippi, summoned, &c., of a plea that said Bank of Mississippi render to the said plaintiffs the sum of one hundred and twenty-one thousand dollars, which to them they owe, and from them unjustly detain, for that the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, to wit, at the county aforesaid, by their certain writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi

acknowledged itself to be indebted unto the plaintiffs herein by the name of Wm. and Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of the said plaintiffs, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond, the principal and interest payable at the counting-room of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached; and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory as aforesaid, one pound sterling was the value or equivalent of four dollars and forty-four cents in the currency of the United States; and whereas also the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond, the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached; and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory as aforesaid, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and

having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of William & James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William & James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bank; the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory as aforesaid, one pound sterling was of the value of or equivalent to four dollars and forty-four cents in the currency of the United States; and whereas, also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seals, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of William & James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William & James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond, the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory as aforesaid, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States; and whereas, also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid,

by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last mentioned aforesaid, whereby said Bank of Mississippi acknowledged itself indebted unto the plaintiffs herein, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of the said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest at the rate of six per cent., from the first day of May, 1839, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond, the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being hereto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution of and delivery of the said writings obligatory as aforesaid, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writings obligatory, sealed with their corporate seals, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last-mentioned aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted to the plaintiffs herein, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond, the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of the said writing obligatory as aforesaid, one pound sterling was of the value of or equivalent of

four dollars and forty-four cents in the currency of the United States.

And whereas, also the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writings obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted to the plaintiffs herein, by the name of Wm. and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory, as aforesaid, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writings obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, und which writing is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory, as aforesaid,

one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writings obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted to the plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of the said plaintiffs, by the name of William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of May in each and every year, until the payment of the principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory, as aforesaid, one pound sterling was of the value of, or equivalent to four dollars and forty-four cents, and payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of the principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs. And the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory to the said plaintiffs, one pound sterling was equal in value, or equivalent to four dollars and forty-four cents in the currency of the United States.

And whereas also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted to the plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of May, in the

year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, first day of November, first day of May, in each and every year, until the payment of the principal of the said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs. And the said plaintiffs aver, that, at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas also, the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain writing obligatory, sealed with their corporate seal, and having the signatures of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now in the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the cents in the currency of the United States.

And whereas also the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledges itself to be indebted to the plaintiffs herein, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November, and on the first day of May, in each and every year, until the payment of the principal of said bond, the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London. Coupons for the payment of interest being hereby attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents, in the currency of the United States.

And whereas also the said Bank of Mississippi heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and

thirty-nine, at Princeton, in the county aforesaid, by their certain writing obligatory, sealed with the corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledges itself to be indebted to the plaintiffs herein, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum. The plaintiffs herein, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year until the payment of principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas also, the said Bank of Mississippi, heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually on the first day of November and on the first day of May, in each and every year, until the payment of the principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto

attached, and then and there delivered said writing obligatory to said plaintiffs, and the said plaintiffs aver that at the time and execution and delivery of said writing obligatory, one pound sterling was of the value of or equivalent to four dollars and forty-four cents, in the currency of the United States. And whereas also, the said Bank of Mississippi, heretofore, to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of Wm. & Jas. Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Wm. & Jas. Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the day, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May in each and every year, until the payment of the principal of said bond; the principal and interest payable at the counting-house of Messrs. Dennison, Heywood, Kennard & Co., in the city of London. Coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi, heretofore to wit, on the fifteenth day of January, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown; the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of May, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of May, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of November and on the first day of May, in each and every year, until the payment of principal of said bond; the principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto

attached; and there delivered said writing obligatory to said plaintiffs; and said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi, heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself indebted unto said plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December and on the first day of Jnne, in each and every year, until the payment of the principal of said bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached; and then and there delivered said writing obligatory to said plaintiffs; and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value of, or equivalent of, four dollars and forty-four cents in the currency of the United States.

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for the payment of the interest being thereto attached; and then and there delivered said writing obligatory to the said plaintiffs; and said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi, heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of the plaintiffs, by the name of William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December and on the first day of June, in each and every year, until the payment of the principal of said bond; principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached; and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi, heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted to the plaintiffs herein, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of Willliam and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December and on the first day of June, in each and every year, until the payment of the principal of said bond; principal and interest payable at the

counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being thereto attached; and then and there delivered said writing obligatory to said plaintiffs; and said plaintiffs aver that at the time of the execution of and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also the said Bank of Mississippi, heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporal seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs by the name of William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, in each and every year, until the payment of the principal of said bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver, that at the time of the execution of said writing obligatory, one pound sterling, was of, or equivalent to four dollars and forty-four cents in the currency of the United States.

And whereas also the said Bank of Mississippi heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writings obligatory, sealed with their corporal seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, in each and every year

until the payment of the principal of said bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of interest being thereunto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporal seal, and having the signatures of Andrew Knox, president, and H. Moseley, cashier, hereto affixed, and which writing obligatory is now here to the court shown, the day whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself indebted unto the said plaintiffs, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, and in each and year, until the payment of the principal of said bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value of, or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi heretofore, to wit, on the fourth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby the said Bank of Mississippi acknowledged itself indebted unto the said plaintiffs, by the name of William and James Brown & Co., in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs, by the name of William and James Brown & Co., on the first day of June, in *in* the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of

six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, and in each and every year, until the payment of the principal of said bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co., in the city of London, coupons for the payment of the interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs; and the said plaintiffs aver, that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value, or equivalent of four dollars and forty-four cents in the currency of the United States.

And whereas, also, the said Bank of Mississippi, heretofore, to wit, on the fourth day of March, one thousand eight hundred and forty, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here and to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself indebted unto the plaintiffs by the name of Wm. & Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs by the name of Wm. & Jas. Brown & Co. on the first day of June, in the year of our Lord one thousand eight hundred and forty, with interest from the first day of June, 1839, at the rate of six per cent. per annum, payable semi-annually, on the first day of December, 1839, and on the first day of June, 1840, in each and every year, until the payment of the principal of said bond, principal and interest payable at the counting-house of Messrs. Denison, Heyward, Kennard & Co., in the city of London, coupons for the payment of interest being thereto attached, and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the delivery and execution of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents, in the currency of the United States.

And whereas, also, the said Bank of Mississippi, heretofore, to wit, on the thirteenth day of March, one thousand eight hundred and thirty-nine, at Princeton, in the county aforesaid, by their certain other writing obligatory, sealed with their corporate seal, and having the signature of Andrew Knox, president, and H. Moseley, cashier, thereto affixed, and which writing obligatory is now here to the court shown, the date whereof is the day and year last aforesaid, whereby said Bank of Mississippi acknowledged itself to be indebted unto the plaintiffs by the name of Wm. & Jas. Brown & Co. in the just and full sum of one thousand pounds sterling, and thereby promised to pay the same to the order of said plaintiffs by the name of Wm. & Jas. Brown & Co. on the first day of July, in the year of our

Lord one thousand eight hundred and forty, with interest from the first day of July, 1839, at the rate of six per cent. per annum, payable semi-annually on the 1st January, 1840, and the first July, 1840, in each and every year until the payment of the principal of said bond, principal and interest payable at the counting-house of Messrs. Denison, Heywood, Kennard & Co. in the city of London, coupons for the payment of interest being thereto attached; and then and there delivered said writing obligatory to the said plaintiffs, and the said plaintiffs aver that at the time of the execution and delivery of said writing obligatory, one pound sterling was of the value or equivalent of four dollars and forty-four cents, in the currency of the United States, yet said Bank of Mississippi, although often requested has not paid said plaintiffs the said sum of money, in said several writings obligatory mentioned, and have, although often requested so to do, but to pay the same or any part thereof, have hitherto wholly failed, neglected and refused, and still do neglect and refuse so to do, to the damage of said plaintiffs of one hundred thousand dollars, and therefore they sue.

PRENTISS & GUION,
Attorneys for Plaintiffs.

Whereupon was issued the following writ from the clerk's office of said Circuit Court of Washington County, to wit:

WM. AND JAS. BROWN & Co.
v.
BANK OF MISSISSIPPI. } Copies.

The State of Mississippi to the Sheriff of Washington County, greeting:

We command you to summon the Bank of Mississippi, if to be found in your county, to be and personally appear before the Circuit Court of Washington County, on the 2d Monday of October instant, to answer to William Brown, George Brown, John Alexander Brown, James Brown, Stewart Brown, William Ezra Brown, Joseph Shipley, John Moore Priestman, Samuel Nicholson, Johnson McLanahan and Herman Perry, merchants and bankers, doing business under the name of Wm. & Jas. Brown & Co., of a plea that they render to them the sum of one hundred and eleven thousand dollars, which is to them they owe, and from them unjustly detain, and have then there this writ.

Witness, the Honorable George Coulter, judge of the 1st judicial district of said State, the 2d Monday of April, 1843. Issued the 2d day of October, 1843.

M. ENDICOTT,
Clerk.

This is an action of debt, brought by the plaintiffs, to recover of defendants the sum of one hundred and twenty-one thousand dollars, debt formed of, upon twenty-five bonds of said bank, for the sum of one thousand pounds sterling each, 15 of which are dated 15th January, 1839, and due and payable 1st May, 1840, bearing interest at six per cent. per annum; 9 of which are dated 4th March, 1839, and due and payable 1st June, 1840, and bearing interest at the rate of six per cent. per annum, and one of which is dated 13th of March, 1839, due and payable on the 1st July, 1840, bearing interest at six per cent. per annum, and damages one hundred thousand dollars.

M. ENDICOTT,
Clerk.

Returns.

Upon which writs are the following indorsements and returns, to wit:

Received Oct. 2d, 1843, and executed same day upon Wm. M. Willoughby, cashier of the Bank of Mississippi.

T. J. LIKENS,
Sheriff.

Oct. 3d, 1843.

I do constitute and appoint Wm. H. Patton my special deputy, to execute this writ of F. G. Turnbull, president of the Bank of Mississippi, according to law.

T. J. LIKENS, [SEAL.]
Sheriff.

Executed Oct. 3d, 1843.

THOS. J. LIKENS,
Sheriff.
By W. H. PATTEN,
Special Deputy.

First Plea.

And at the return term, named in said writ, came the defendant, by attorney, and plead in these words, And the said defendants come and defend the wrong and injury, and for plea say actio non, because they say they do not owe the said several sums of money in said declaration mentioned, or any part thereof, and of this they put themselves upon the country, &c.

W. H. HURST,
For Bank of Mississippi.
MONTGOMERY & BOYD,
S. C. COX,
For Stockholders.

Second Plea.

And for further pleas in this behalf the defendants say actio non,

because they say that before the commencement of the action aforesaid, to wit, on the 1st day of January, 1843, they fully paid the plaintiffs several the said several sums of money in their several plaintiffs' declaration mentioned, and this they are ready to verify, wherefore, &c.

HURST, MONTGOMERY & S. C. COX.

Reflection.

And the plaintiffs come and say they ought not to be barred from having their action aforesaid by reason of anything in said defendants' plea above pleaded, because they say that said defendants had not, before the commencement of this action, paid them the sum of money demanded in their said declaration, and this they pray may be of by the country.

PRENTISS & GUION,
For Plaintiffs.

Verdict and Judgment.

Now at this term, to wit, the term first above mentioned, came the plaintiffs, by their attorneys, and the defendants having withdrawn their plea, and making no further defence, and though solemnly called, coming not, and the process herein being duly executed.

Thereupon came a jury of good and lawful men, to wit, Sidney Branch, Thomas S. Penrice, Felix G. Gamble, James Prince, John H. Allen, Wilfred C. Jackson, John S. Penrice, McLin Evans, David H. Threlkeld, Turner Johnson, Samuel Leigh, William M. Willoughby, who being duly sworn well and truly to inquire of the debt and damages, upon their oath do say, "We, the jury, find for the plaintiffs one hundred and twenty-one thousand dollars debt, and thirty-eight thousand three hundred and twenty $\frac{40}{100}$ dollars damages." It is therefore considered by the court that the plaintiffs have and recover of defendants the said sum of one hundred and twenty-one thousand dollars *dollars* debt, and the sum of thirty-eight thousand three hundred and twenty $\frac{40}{100}$ dollars damages, for the detention of said debt, and the sum of them about their suit in this behalf expended.

Leave to withdraw Objections.

And afterwards, to wit, at the term last aforesaid, came the plaintiffs, by their attorney, and it was ordered that they be authorized to withdraw the obligation sued on herein.

Whereupon was issued the following execution from the clerk's office of the Circuit Court of Washington County, to wit:

Execution.

WM. and JAMES BROWN & Co.
v.
THE BANK OF MISSISSIPPI. } Fi. Fa.

The State of Mississippi, to the Sheriff of Washington County, greeting.

We command you that of the goods and chattels, lands and tenements, of the Bank of Mississippi, late of your county, you cause to be made the sum of one hundred and twenty thousand dollars, which William Brown, George Brown, John Alexander Brown, Stewart Brown, William Ezra Brown, Joseph Shipley, John Moore, Priestman Samuel Nicholson, Johnson McLanahan, and Herman H. Perry, merchants and bankers, doing business under the name of Wm. and Jas. Brown & Co., lately in our Circuit Court of Washington County, have recovered against said Bank of Mississippi for debt; also the sum of thirty-eight thousand three hundred and twenty $\frac{4}{100}$ dollars, which to the said Wm. and Jas. Brown & Co., in the same court, were adjudged for his damages, by reason of the detention of said debt, with interest on said sums at eight per cent. per annum, from the 11th day of April, one thousand eight hundred and forty-four, until paid; also the sum of thirteen dollars eighty-seven and a half cents, for their costs by them about their suit in that behalf expended, whereof the said Bank of Mississippi is convicted, as appears to us of record, and that you have the said moneys before the judge of our said court on the 2d Monday of October next, to the said Wm. and Jas. Brown & Co., for their damages and costs aforesaid, and have then and there this writ.

Witness, the Hon. George Coulter, judge of 1st judicial district of said State, the 2d Monday of April, 1843, and seal of said court.

Issued this 29th day of May, A.D. 1844.

M. ENDICOTT,
Clerk.

Judgment April 11, 1844.
Debt, $121,000. Debt, $38,370 49.

Filing papers 25, certif. 25, writ $1, certif. 25, seal 25, .	$2 00
Docktg. 12½, app. 25, motion 12½, order of jury 12½, venire fac. 12½, ...	75
Serving and empanelling jury 12½, receiving and entg. verdict 12½, ...	25
Motion 12½, order 12½, default 12½, mo. 12½, order 12½, judgt. 25.	88
Final record $1 80, Execu. 75, seal 25, 2 certifs. 25 each,	3 00
Cl'k, Endicott, . . .	$6 87½

Motion 12½, order to withdraw papers 12½, certificate 25, . 50

$7 37½

Jury tax, ... 3 00

Shff. Likens entg. writ 25, executing on 2 defts. 18° each, summoning jury 25, ... 3 50

$13 87½

M. ENDICOTT,
Clerk.

Upon which was made the following indorsements and returns.

Returns, received May 29th, 1844.

T. J. LIKENS,
Sheriff.

The defendant, the Bank of Mississippi, has no property in my county, out of which I can make this debt, or any part thereof.
June 1st, 1844.

T. J. LIKENS,
Sheriff.

Fee. Likens, sheriff.
Entering and returning this fi. fa. 50 cents.

Declaration, - - - - - - -	page 1
Copies, - - - - - - - -	25
Returns on copies, - - - - - - -	26
1st plea, - - - - - - - -	26
2d " - - - - - - - -	26
Replication, - - - - - - -	26
Verdict and judgment, - - - - -	26
Leave to withdraw obligation, - - - -	28
Execution, - - - - - - -	28
Returns on execution, - - - - -	30

State of Mississippi, Washington County.

I, Montague Endicott, clerk of the Circuit Court of said county, hereby certify, that the annexed and foregoing thirty-one pages, contain a full, fair, and complete transcript of the record and all proceedings in the cause therein mentioned.

Given under my hand and the seal of said Circuit Court, this 1st day of June, A.D. 1844.

M. ENDICOTT,
Clerk.

Statement of apparent discrepancies between the accounts current of the Bank of Mississippi, at Princeton, and that of Brown Brothers & Co.

1840. Dec. 1.	By balance due Brown Brothers & Co., as per Bank of Mississippi, - -		$128,450 55
"	By interest to this date as charged by Brown Brothers & Co., at 8 per cent. per annum, - - -	$5,027 84	
	Less created by the bank, at the rate of 6 per cent. per annum, - - -	3,142 40	
	Add difference, - -		1,885 44
1841.			130,335 99
Dec. 1.	By interest one year, at 8 per cent. per annum,		10,426 87
1842.			140,762 86
Dec. 1.	" interest one year, at 8 per cent. per annum,		140,762 86
"	Balance due, - - - - - - -		11,261 04
	Brown Brothers & Co., Dec. 1842,		152,023 90

The Bank of Mississippi,

To W. M. Willoughby, Cashier, Dr.

For salary from 28th May, 1842, to 29th December, 1842, at $500 per annum, - - - -		291 67
" 14⅓ months salary, from 15th April, 1843, to 25th June, 1844, at $1800 per annum, -		2,150 00
		$2,441 67

Cr.

By $600 in notes of the bank, equal to	$260 00	
" $750 do. do. do.	412 50	
" amount in par funds, - - -	33 30	
1844.		
June 26. By $500 in notes of the bank, equal to	275 00	
Nov. 16. " 605 do. do. do.	363 00	1,343 80
Balance due 16th November, 1844,		$1,097 87

State of Mississippi, Washington county, *ss.*

Personally appeared before William M. Willoughby, late cashier of the Bank of Mississippi, and made oath that the above account against said bank is just and true, and that he has received no part of the same in payment of the same, except the credits as above stated.

W. M. WILLOUGHBY.

Sworn to and subscribed before me, Willis L. Robards, a justice of the peace of said county, this 21st day of October, A.D. 1845.

W. L. ROBARDS,
J. P.

W. M. WILLOUGHBY.

PRINCETON, 9 Nov. 1844.

We, the undersigned, a committee appointed by the board of directors of the Bank of Mississippi, to negotiate with W. M. Willoughby, do certify that we obtained his services, and agreed to allow him one hundred and fifty dollars per month for acting as cashier of our bank, commencing on the 15th day of April, 1843.

JOHN G. COCKS,
J. L. CHAPMAN,
D. F. BLACKBURN.

I was elected cashier on the 14th April, 1843, and on the 19th of the same month the injunction was served, but the directors continued to meet as before until a receiver was appointed. I had, addition to that, to furnish this office with certified copies of whatever might be required on either side for their services; my account is based upon together with the safe-keeping of the assets of the bank.

WILLOUGHBY.

BROWN BROTHERS & Co.
v.
PRINCETON et al. } 2873.

It is insisted that the answer excepted to is sufficient exception by reference to the answer; the Exhibits A., C., F., of the answer, do state fully the assets and securities as far as they can be shown in your answer.

2d exception is contradicted by several parts of the answer.

3d is answered fully by reference to the above exhibits.

4th is distinctly answered.

5th, the answer with Exhibits is as full as in the nature of things can be given.

6th is fully answered and denied.

S. S. BOYD.

BROWN BROTHERS & Co.
v.
BANK OF MISSISSIPPI and others. } 2873.

Exceptions to the report of the commissioner have set the original exceptions down for hearing.

MONTGOMERY & BOYD.

17 March, 1843.

On the 4th day of June, 1844, the following supplemental bill was filed, to wit:

Humbly complaining, show unto your honor, your orators William Brown, George Brown, John A. Brown, James Brown, Stewart Brown, William E. Brown, Joseph Shipley, John Moore Priestman, Samuel Nicholson, Johnston McLanahan, and Herman H. Perry, merchants and partners, doing business under the name and firm of Brown Brothers & Co.; that your orators, on or about the 17th day of April, 1843, exhibited their original bill of complaint in this honorable court against the Bank of Mississippi, a banking corporation created by the Legislature of the State of Mississippi, and against Frederick G. Turnbull, John G. Cox, and D. F. Blackburn, Ambrose Knox, John L. Chapman, David Suggett, Augustus McAllister, individually, and also as directors of said bank, which said bill, after stating that said bank was indebted to your orators in the sum of one hundred and fifty thousand dollars, or thereabouts, for money loaned, and that the said defendants, directors as aforesaid, has fraudulently combined and confederated together to waste and destroy the assets of said bank, so as to prevent your orators from obtaining payment for their said debt, which said assets were charged to consist of debts due the said bank from various persons, and to be of sufficient value to pay said debt, and also other debts as were due to other creditors of said bank, provided the same fairly and honorably administered, and after stating other matters and things, which are hereby referred to, and prayed an account might be taken between your orators and said bank of the debt due to your orators, and a final decree rendered in their favor therefor, and that in the meantime an injunction should issue retaining and prohibiting said directors, defendants as aforesaid, from further wasting said assets of said bank, and that a receiver should be appointed by this court to take possession of the assets of said bank, and proceed to collect and account for the same under the directions of this honorable court, and that in case said assets, by reason of the fraudulent mismanagement and mal-administration of said directors, should prove insufficient to pay your orators and such other creditors as might make themselves parties to said suit, that the said directors should be compelled to account individually and personally for all losses which may have resulted from such mismanagement and mal-administration, that upon final hearing the debt due your orators upon such accounting might be paid out of the amounts of said bank, or as the individual property of said directors, as the case might be; and your orators further show unto your honor, that afterwards, to wit, on the day of filed their amended bill, setting forth and charging other and additional facts of fraud and mal-administration by said directors relating to the assets of said bank; and your orators further show that said defendants appeared and put in their answer to said bill, setting forth and admitting the assets of said bank and the character thereof, and admitting the principal acts of waste and mal-administration charged against them; and your ora-

tors further show that, on the filing of said original bill, an injunction was granted according to the prayer of said bill, which was duly served upon said defendants, and still is in full force and effect, to all of which will more fully appear by said bill, amended bill, order, and other proceeding now upon the records of this court, have hereby referred to it. And your orators further show unto your honor, by way of supplement, that since the filing of said bill, and since the filing of said answer, your orators have recovered judgment against said bank in the Circuit Court of Washington County, said debt mentioned in said original bill, which said judgment amounts to the sum of one hundred and twenty-one thousand dollars debt, and thirty-eight thousand three hundred and seventy $\frac{49}{100}$ dollars damages, all of which will more fully appear by the record of said judgments, which is herewith filed, marked "Exhibit K.," and made a part of this supplemental bill. Your orators further show, that by way of supplement, that since the reviving of said judgment an execution has been issued thereon by order of your orators, a writ of scire facias, which came into the hands of the sheriff of said county of Washington, in which county said bank is located, and which said execution has been returned by said sheriff, with the following indorsement, to wit: "The defendant, the Bank of Mississippi, has no property in my county out of which I can make this debt, or any part thereof;" all of which will more fully appear by reference to said execution, a copy of which is embraced in said Exhibit "K.," before referred to, and to which reference is hereby again made; your orators further showing that, since filing said original bill, they have known of no property of said bank in the State of Mississippi out of which said judgment could be satisfied, upon which said execution could be levied; that the *sole* of assets of said bank as they believe and charge consist of debts due to it, as stated in said original bill, and admitted in said answer; and your orators charge that there is no property of said bank out of which said judgment or any part thereof can be satisfied, except choses in action which are not subject to an execution, and that said judgment still remains wholly due and unsatisfied. Your orators therefore pray that said defendants to said original bill be made defendants to the supplemental bill, and be compelled to answer these matters and things herein above set forth, and also that your honor may appoint a receiver of the assets of said bank according to the prayer of said original bill, and such other relief as may seem just and equitable, and your orators will ever pray, &c.

BROWN BROTHERS & CO.
By GUION & PRENTISS,
Their Solicitors.

State of Mississippi, Hinds County, *ss.*

Personally appeared before me the undersigned, a commissioner

in chancery, Robert Cochran, who makes oath that the matters and things set forth in the foregoing supplemental bill are true.

ROBT. COCHRAN.

Subscribed and sworn to before me, June 4, 1844.

R. L. DIXON,
Commissioner.

And on the 24th day of June, 1844, the following receiver's bond was filed, to wit:

Know all men by these presents, that we Charles A. Lacoste, Brown Brothers & Co., Levin R. Marshall and Stephen Duncan, are held and firmly bound unto Robert H. Buckner, chancellor of the State of Mississippi, and his successors in office, in the penal sum of three hundred thousand dollars, to which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed this 20th day of June, A.D. 1844.

The condition of the obligation is such that, whereas, by an order of the Superior Court of Chancery of the State of Mississippi, made on the 12th day of June, 1844, in a cause now pending in said court, wherein Brown Brothers & Co. are complainants, and the Bank of Mississippi and others are defendants; the above bound Charles A. Lacoste was appointed receiver of all the property and the assets of said Bank of Mississippi, of every description, in the hands of the said defendant or their agents, or attorneys, or either of them, or in the hands or possession of any other person or persons whomsoever, upon his executing this bond.

Now, if the said Charles A. Lacoste shall well and truly fulfil and perform his duties as receiver in the above-named cause, in the manner and according to the directions of the said court, as expressed in the said order, and account to our said court for his doings in the premises, at such times and in such manner as he shall thereunto be required, then this obligation to be null and void, and of no effect, otherwise to remain in full force.

CHAS. A. LACOSTE. [SEAL.]
BROWN BROTHERS & CO. [SEAL.]
L. R. MARSHALL. [SEAL.]
STEPHEN DUNCAN. [SEAL.]

Witness to signature of Brown Brothers & Co., New Orleans, June 18th, 1844.

GEORGE GARR.

Witness to L. R. Marshall, and Dungan.

J. W. BUNCE, THOS. HENDERSON.

And on the 9th day of June, 1843, the following order was made on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } 2873.

It is ordered that the exceptions to answer of the Bank of Mississippi, Cox, Blackburn, Suggett, Penrice and McAllister, be referred to Robert Hughes, Esq., and that he report thereon with all convenient despatch.

And on the 13th day of June, 1844, the following order was entered on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } 2873.

This cause having been submitted on motion of defendants for an appeal from the order appointing a receiver in this cause, to operate as a supersedeas, and the chancellor being now fully advised thereof, doth order that said motion be, and is hereby overruled. It is further ordered that and appeal without supersedeas being granted to said defendant from said order, upon their entering into bond into two hundred dollars, to be approved by the chancellor within sixty days.

On the 18th day December, 1844, the following report of C. A. Lacoste, receiver, was filed, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI and others.

In the Superior Court of Chancery of Mississippi.

To the Honorable Robert H. Buckner, chancellor of the State of Mississippi.

The undersigned, appointed receiver in this cause by a decree of your honorable court, made at the June term, 1844, thereof, begs leave to report that, having executed a bond for the sum, and with the security required by said decree, and conditioned as therein directed (which bond he delivered on the 20th June, 1844, into the hands of Messrs. Montgomery & Boyd, defendants' counsel, who undertook to forward the same to the clerk of your honorable court), he proceeded to Princeton, Mississippi, with all convenient despatch, and arrived there on the 23d day of June, 1844, at 6 o'clock, P. M. He immediately called upon W. M. Willoughby, cashier of the Bank of Mississippi, and producing his authority, demanded the surrender

into his (the undersigned) hands, all the property and assets of said bank then in said Willoughby's possession. The undersigned accordingly received from the said W. M. Willoughby, cashier aforesaid, on the 26th June, 1844:

1st. Sundry promissory notes, denominated the "long loans" of said bank, amounting in the aggregate to the sum of $192,113 31 exclusive of interest.

2d. Sundry notes and bills denominated the suspended debt of said bank, all past due, and amounting in the aggregate to the sum of (exclusive of interest) $25,458 48.

3d. Sundry notes or obligations denominated "cotton pledges" of said bank, past due, and amounting (exclusive of interest) to $3337 03.

4th. One note denominated "loan in suspense," for the sum of $2450.

5th. One note denominated note discounted, for the sum of $610.

6th. One note (not entered in the books of the bank) drawn by T. W. Endicott, McL. Evans and J. L. Chapman jointly, dated 1st December, 1842, payable to the Bank of Mississippi 12 months after date, for $100.

7th. A packet representing the cash account of the bank, which contained:

1st. Notes of bank to the amount of $1105.

2d. A note, the Citizens' Bank of Madison County for $50.

3d. A check on the bank (no date) signed by J. G. Cocks, commissioner, for $100.

4th. A check of the same on the bank, dated 15th January, 1843, for $250.

5th. A check of the same, and D. F. Blackburn, commissioner, on the bank, dated 19th April, 1843, for $750.

Suspended Debt.

Forward,	$6,899 83
C. W. Muncaster, cashier, draft to order of Z. K. Fulton, accepted by Sprague & Howell, dated 18th January, 1837, payable 18–22 March, 1838, . . .	2,036 46
J. B. Warren, Wm. Lape & Andrew Knox, joint note to order Bank of Mississippi, dated 14 March, 1839, payable 14–17 Dec. 1839, ...	936 89
Noah Barlow's acceptance of John Jamison's draft, to order of Murchison & Doyal, dated 18 April, 1837, payable 18–21 Oct. 1837, ...	1,047 12
Anderson Miller's acceptance of John G. Cock's draft to order of Alfred Cox, dated 22d February, 1837, payable 22–25 June, 1837, ...	4,378 29
John Spuce's acceptance of John R. Davis's draft to	

order of Jno. G. Livingston, dated 18 Jany. 1837, due 19–22 Mar. 1837, ...		$2,030 46
John Jamison's acceptance of David Maxwell's draft to order of T. N. Falconer, dated 18 Jany. 1837, payable 19–22 March, 1837, ...		1,015 23
F. Taylor's acceptance of W. M. Gwin's draft to order of Samuel Gwin, dated 24 May, 1837, and payable 24–27 Nov. 1837, ...		2,136 91
Barlow & Taylor's acceptance of John Jamison's draft to order of Murchison & Doyal, dated 18 April, 1837, payable 18–21 August, 1837, ...		2,743 41
Thos. G. Ellis's acceptance of C. W. Muncaster, cashier, draft, to order of Z. K. Fulton, president, dated 11 January, 1837, payable 19–22 March, 1837, . .		2,030 46
James M. Estell's acceptance of Jno. Turnbull's draft to order of Wm. F. Jeffries, dated 18th April, 1837, payable 18–21 Oct. 1837, ...		209 42
Total, . .		$25,458 48

Notes Discounted.

Thomas Grimes's note to order of Bank of Mississippi, dated 2 May, 1842, payable 1 d–d, . . .		$610 00

Cotton Pledges.

A. C. & J. Roberts, Wm. Benton & Daniel Bradford's joint note to order of Lake W. & D. C. Railroad & Banking Co., dated 28 February, 1838, and payable 28–2 March, 1839, . .	1,800 00	
Less paid 28 Nov. 1838, . .	912 59	
		887 41
Forward,		887 41

No entry is to be found on the books of the Bank of Mississippi. Among the statements comprised in said Exhibit "A." is a copy of the balance sheet of the books of the Bank of Mississippi, on the 30th November, 1842. There have been no entries made in any of the books of the bank since that date. According to said balance sheet there ought to be in the possession of the institution or its representatives, of

"Long loans" the sum of	$285,442 96
"Suspended debt" the sum of	30,705 74
"Loans in suspense" the sum of	3,538 14
Total,	$319,686 84

Whereas the undersigned only received from Willoughby, cashier, as aforesaid, of

Long loans the sum of	$192,113 31
Suspended debt the sum of	25,458 48
Loans in suspense the sum of	2,450 00
Total,	$220,021 79

Leaving a deficit of (as compared with the books) $99,665 05, say in

Long loans,	$93,329 65
Suspended debt,	5,247 26
Loans in suspense,	1,088 14

For a full description of these missing notes and bills, reference is made to said Exhibit "A."

The undersigned received from W. M. Willoughby, cashier of the Bank of Mississippi, on the 26th June, 1844, sundry rough statements purporting to be settlements made by him, as cashier aforesaid, with divers persons, on the 15th, 16th, 17th, 18th and 19th April, 1843, for a portion of said notes and bills deficient. Exact copies of said statements are hereto appended, and marked "S." No entries whatever have been made in the books of the bank relative to the said transactions. The undersigned designs making them the subject of a special report to your honor, after investigating them farther. Exhibit "A," hereto annexed, comprises in addition to the statements already mentioned:

1st. A copy of balances taken from the individual ledger, resulting in favor of individual deposits, $13,157 12, most of which sum is applicable to liquidation of debts due the bank.

2d. A list of the stockholders of the bank according to the showing of the books, on the 30th November, 1842, exhibiting the number of shares held, and amounts paid by each, also

3d. A list of the stock of the bank transferred on the register thereof since 30th November, 1842. Upon a proper settlement of the books of the bank, the checks and receipts embodied in the cash account (of which a statement is given above) will be charged to the respective accounts to which they belong, and the circulation of the institution will then appear to that extent *longer* than it is stated to be in the balance-sheet aforesaid.

After a diligent search and inquiry, the undersigned could trace no property belonging to the bank coming under the head of real estate, for which there is an account opened in the book; he has been informed that the note of T. W. Endicott and others for $1000, described in the first part of this report, was given in payment of the banking-house of the institution, the cost of which is charged in the account *real estate.* Much of the paper denominated suspended debt,

and notes and bills in suit, is utterly worthless, owing to the insolvency of the parties; the operation of the statute on limitations and other causes, the undersigned has already taken such steps as appeared to him politic and likely to be effectual, under the circumstances, to insure the speediest collection of the claims of the institution, and will continue to give to this subject his close attention and care. He has received from W. P. Montgomery $610, and from W. C. Lofton $605, in the notes of the institution, in part payment of their respective indebtedness to it, the only collections he has to report as yet. W. M. Willoughby, cashier, before surrendering the books and assets of the bank, presented to the undersigned a claim against it for services rendered by him in that capacity, amounting to $1735 87, par funds; and has since produced the certificate of three gentlemen, acting as a committee of the then board of directors, with whom he made the engagement, that his claim was a just one, made out according to the agreement they had entered into with him, in behalf of the institution. In order to gain possession of the effects of the bank, the undersigned (acting under advice of attorney), handed to said Willoughby the amount of $1105, in the notes of the bank (which formed a part of the cash as before stated), taking his receipt and pledge to credit for the proceeds of those notes, after effecting sale of them on the most favorable terms; he has since reported to the undersigned that he obtained 55 cents on the dollar for $500, and 60 cents on the dollar for $605 of said notes, his claim is therefore now reduced to the amount of $1097 87, in par funds. The attorney of the bank also claims about $2000 (A. F. Smith, Esq.), his account is subject to revision, however. A considerable amount of court fees are due on suits heretofore instituted, and the undersigned has been notified, that unless security or an adequate deposit of money to cover costs hereafter be tendered, suits will not be entered for the bank in certain courts; the undersigned has already insured individual disbursements to the amount of several hundred dollars, for travelling expenses, clerk hire, purchase of stationery, office furniture, office rent, &c., &c. He therefore prays your honorable court, that he be allowed to sell on the most favorable terms a sufficient amount of the issues of the bank, which he now holds, to defray the past and current expenses incurred by him, and to meet the urgent claims upon the institution above stated, all of which is respectfully submitted.

C. A. LACOSTE,
Receiver.

December 14, 1844.

Exhibit S.

Copies of rough statements by W. M. Willoughby, cashier, no date.

H. B. Blanton,	long loan,		$600 00
D. F. Blackburn,	do.		500 00
Wm. Hunt,	do.		5,000 00
A. W. McAllister,	do.		1,000 00
A. B. Montgomery,	do.		2,500 00
W. P. Montgomery,	do.		2,500 00
A. W. McAllister,		554 00	
Int. on do.,		145 02	
			699 02
D. F. Blackburn, 4 (L. L.) 639,		2556 00	
Int. on do.,		669 48	
			3,225 48
A. W. McAllister (L. L.), cr. on back,			474 18
D. F. Blackburn 2 (L. L.), 639 ea.		1278 00	
do. 1 do.		528 91	
		1806 91	
Int. on do.		503 94	2,310 85
			$24,809 53

Cr.

H. B. Blanton,	stock,	6600 00	
Wm. Hunts,	"	5000 00	
A. W. McAllister,	"	1000 00	
A. B. Montgomery,	"	2500 00	
D. F. Blackburn,	"	500 00	
H. B. Blanton, full pd.,		3400 00	
S. C. Cox, ck.,		3225 48	
			24,725 48
			$84 05

19 April, 1843.

John G. Cocks,	Dr.
To John G. Cocks, 1 note (in suit), A.,	1,808
" John G. Cocks, 7 (L.L.), $1808 each,	12,656
" A. Cox, 1 note (in suit),	2,400
" A. Cox, 1 note (in suit),	3,172 79
" A. Cox, 1 note (in suit),	600
" A. Cox, 7 notes, L.L., $2400 each,	16,800
" Stock note J. G. C., P. G. C., P. A. Cox,	4,000

To Your check, ...	$1,563 41		
" Your check for Endicott, . . .	200 00		
			$1,763 41
" Deposit certificate, ...			4,786 18
			47,986 38
Add interest, . . .			9,835 74
			57,822 12

Cr.

By committee's report, ...	45,864		
" Dept. cert. P. A. C. (not entd.), .	7,500		
Being part of comrs. report,			
By transfer of stock for stock-note, .	3,000		
" This amt. in S. C. Cox's ch. for $2000,	1,000		
	$57,364 00		57,364 00
			$458 12

18th April, 1843.

A. Turnbull,			Dr.
To your stock-note (L.L.), . . .			10,000 00
" your 4 (L.L.), $827 each, . . .	3,308		
Int. on same, . . .	855 16		
			4,163 16
Bal. to your credit on L.L., . . .			529 08
			$14,692 24

Cr.

By cash, ...	1,905		
Int. on same, . . .	109 85		
		2,014 85	
By dep. certf., . . .	247 61		
Int. on same, . . .	55 26		
		302 87	
By transfer of stock, . .		10,000	
" S. C. Cox check, . .		2,374 52	
			$14,692 24

On same day (18 April, 1843), the following parties drew checks on the cashier, Bank of Mississippi, purporting to be for long loan notes executed by them to the bank, of which were given up to them upon their transferring to the bank the stock held by them respectively:

Description of Checks.	Amounts.
J. A. Miller's check for	$2,400
Thos. Kershaw's check for	2,000
Charles Turnbull's check for	1,000
John Turnbull, by A. F. Smith, attorney of Mary Ann Turnbull, his execu. for	15,000

N.B.—These checks were handed over to C. A. Lacoste, receiver, by Willoughby, cashier, June 26, 1844.

16 April, 1843.

Seth C. Cox,			Dr.
To A. L. Bergaman, open account,			3,000
" Murchison & Doyal (S.D.),		523 56	
" Murchison & Doyal (L.L.),		1,088 14	
			1,611 70
" A. F. McMurtry, S.D,		2,123 76	
" A. F. McMurtrie, open account,		2,000 00	
			4,123 76
" Eli Montgomery, S.D.,		406 09	
" Eli Montgomery, open account,		1,200	
			1,606 09
" W. S. Scott, L.L.,		900	
" W. L. Scott, L.L.,		1,000	
" W. L. Scott, S.D.,	2,332		
Int.,	990		
		2,332	
Cr. S.D.,		6,678	
			2,000
" Stanton B. & Co. (open account),			3,000
" A. L. Wilson, S.D.,	2,103 75		
" A. L. Wilson (open acct.),	2,000		
			4,103 75
" your check to D. F. Blackburn,			3,225 48
" your check to D. A. Turnbull,			2,374 52
			25,045 30

Cr.

By Murchison & Doyal (transfer of stock),	1,900	
" A. T. McMurtry, ...	4,500	
" Eli Montgomery, ...	2,000	
" A. L. Wilson, ...	4,300	
" A. L. Bingaman, ...	5,000	
" Stanton B. & Co., ...	5,000	
" W. S. Scott, ...	2,000	
		24,700 00
		$345 30

Exhibit A.

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Schedule of the Assets of the Bank of Mississippi, in the possession of Charles A. Lacoste, receiver.

Suspended Debt.

Wm. S. Scott, Jno. G. Cocks, and P. A. Cocks' joint note to order Bank of Missippi, dated 20 June, 1839, . .		$1,000 00	
Payable 20–23 Feb. 1839, for . .		66 78	$933 22
Less paid 15 April, 1843.			
Charles R. Bass, Francis Penrice, and James B. Jackson's joint note to order of do., payable 10–13 May, 1840, .		2,062 78	
Less paid 19 Oct., 1840, .	$6 70		
" 21 " "	1,204 53	1,874 53	187 74
Wm. H. Johnson, and Victor M. Flournoy's joint note, to order of do., dated 16 Jan. 1840, payable on demand, .		1,169 63	
Less paid 3 March, 1840, .	$412 66		
" 22 " 1841, .	400 00		
" 26 April, " .	120 00	932 66	236 97
Jos. W. Robertson, Wm. Rushing, and Mordecai Powell's joint note, dated 7 Feb. 1841, and payable to order of do. 7–10 May, 1840, . . .		634 94	
Less paid 4 Jan. 1841, ...		606 00	28 94
Wm. E. Hall, and E. F. Atchison's joint note, to order of do., dated 1 March, 1841, payable 1 day after date, .			105 15
Thos. W. Endicott's acceptance of W. F. Jeffries' draft, to order of D. F. Blackburn, dated 15 Jan. 1838, payable 15–18 Dec. 1838, ...		711 00	

Less paid 25 May, 1839, .	$363 00		
" 13 Jan. 1840, .	65 00		
" 1 June, " .	94 75	522 75	188 25
Elijah Bell's acceptance of C. W. Muncaster, cashier's draft, to order of Z. K. Fulton, president, 18 Jan. 1837, payable 19–22 March, 1838, . . .			1,015 23
Robert Mitchell & Co.'s acceptance of Arthur & Fulton's draft, to order of Sam'l Cotton, dated 18 April, 1837, payable 18–21 Sept., 1838, . .			4,204 33
Forward,			$6,899 83

Cotton Pledges.

Forward,			$887 41
Wm. Coleman, W. G. Holmes, and Jno. Turnbull's joint note to order, Bank of Mississippi, dated 22 Jan. 1838, and payable 22–25 Jan. 1839, . .		1,500 00	
Less paid 29 Sept. 1838,	$738 10		
" 26 Feb. 1839,	62 30	800 40	699 60
Rd. E. Hammett, A. W. Dunbar, and W. H. Hammett's joint note do., to order of do., dated 2 Jan. 1838, and payable 2–5 Jan. 1839, ...		3600 00	
Less paid 22 Sept. 1838,	567 12		
" 28 Jan. 1839,	552 89		
" 15 March, "	800 00	1,920 01	1,679 99
Jno. D. Harding, W. G. Holmes, and Thomas Gaines' joint note, do., to order of do., dated 28 March, 1838, and payable 28–31 Jan. 1839, . . .		315 00	
Less paid 30 Nov. 1838, . . .		244 97	70 03
Total,			3,337 03

Loans in Suspense.

Zenas Preston, R. McCullough, and W. E. Hall's joint note, dated 29 Dec. 1838, and payable 1 Feb. 1840, to order of Bank of Mississippi, . . .	2,450 00

Long Loans, due 1841.

F. G. Turnbull, And. Turnbull, and Jno. Turnbull's joint note, dated 30 Dec. 1838, due 2 Jan. 1841, . . .			1,358 00
Ambrose Knox, Andrew Knox, and D. F. Blackburn's joint note, dated 3 Jan. 1840, due 3–5 June, 1841, . .		1,324 00	
Less paid 19 May, 1840,	$6 58		
" 23 Dec. "	1,207 06	1,213 64	110 36
W. J. Penrice, T. J. Likens, Thomas Grimes, and Francis Penrice's joint note, dated 9 Jan. 1840, due 22–25 Jan. 1841, ...		526 54	
Less paid 10 May, 1841, . . .		224 61	301 93
W. J. Penrice, T. J. Likens, Thomas Grimes, and Francis Penrice's joint note, dated 22 Jan. 1839, and payable 22–25 Jan. 1841, ...			1,519 82
W. Rushing, Jos. W. Robertson, and Mordecai Powell's joint note, dated 7 Feb. 1840, due 7–10 Feb. 1841, .		408 00	
Less paid 14 June, 1841, . . .		336 64	71 36
J. and W. A. Clarke, A. R. Miller, and W. G. Holmes' joint note, do., dated 7 March, 1840, due 7–10 March, 1841,		913 03	
Less paid 5 March, 1841, . . .		479 62	433 41
Forward,			$3,794 88

Long Loans, due 1841.

Forward,	$3,794 88
C. R. Bass, Francis Penrice, and James B. Jackson's joint note, due 4–7 March, 1841, ...	816 00
W. A. Drumgooles, C. R. Bass, and F. P. Plant's joint note, due 9–12 Nov. 1841,	705 00
Robert P. Shelby, Andrew Knox, and Alfred Cox's joint note, due 22–25 Dec. 1841, ...	1,284 00
John Turnbull, Andrew Turnbull, and F. G. Turnbull's joint note, due 24–27 Dec. 1841, ...	1,350 00

Thomas Kershaws, F. G. Turnbull, and J. L. Chapman's joint note, due 26–29 Dec. 1841, ...		$1,919 00
Charles Turnbull, John Turnbull, and Andrew Turnbull's joint note, due 27–30 Dec. 1841, ...		169 00
Andrew Knox, Ambrose Knox, and John G. Cocks' joint note, due 27–30 December, 1841, ...		2,877 00
Total,		12,914 88

Long Loans due in 1842.

F. G. Turnbull, Andrew Turnbull, and John Turnbull's joint note, due 30–32 January, 1842, ...		1,358 00
Henry C. Payne, W. H. Johnson, A. W. Goodloe, and Benjamin Taylor's joint note, due 31–3 January, 1842, .		433 62
A. W. Goodloe, Benjamin Taylor, and Henry C. Payne joint note, 31–3 January, 1842, ...		866 00
W. C. Lofton, R. P. Shelby, and Alfred Cox's joint note, due 2–5 January, 1842, ...		476 00
James Clarke, A. R. Miller, and W. G. Holme's joint note, due 2–5 Jan. 1842,		506 00
Ambrose Knox, Andrew Knox, and F. Blackburn joint note, due 3–6 Jan. 1842, ...		1,324 00
J. L. Chapman, F. G. Turnbull, and Thos. Kershaw's joint note, due 3–6 Jan. 1842, ...		1,795 00
Smith and Graves, William Benton, and J. L. Chapman's joint note, due 4–7 January, 1842, ...		720 00
H. Moseley, F. P. Plant, Andrew Knox, and F. G. Turnbull's joint note, due 30–2 February, 1842, ...		900 00
Catharine Penrice, D. F. Blackburn, J. G. Cocks' joint note, due 29–1 February, 1842, ...	193 00	
Less paid 21 March, 1842, ...	55 25	
		137 75
William Rushing, Joseph W. Robertson, and Mordecai Powell's joint note, due 7–10 February, 1842, ...		408 00

Long Loans due in 1842.

Forward,		$8,924 37
Daniel Bradford, J. L. Chapman, M. V. Thompson, David Suggett joint note, due 24–27 February, 1842,		985 00
J. and A. W. Clark, A. R. Miller, and W. G. Holmes joint note, due 7–10 March, 1842,		840 00
F. P. Smith, James B. Jackson, and C. R. Bass joint note, due 7–10 March, 1842,		269 00
Robert McCullough, Zenas Preston, and William E. Hall's joint note, due 9–12 March, 1842,	5,167 78	
Less paid 4 May, 1841,	4,971 02	
		196 76
C. R. Bass, Francis Penrice, and James Blackburn joint note, due 11–14 March, 1842,		816 00
George W. Ward, Junius R. Ward, and Victor M. Flournoy joint note, due 8–11 April, 1842,		468 00
Kilpatrick and Branch, Davis Montgomery, and John S. Branch joint note, due 15–18 April, 1842,	550 00	
Less paid April 12, 1841,	7 41	
		542 59
W. A. Drumgoole, Sr., C. R. Bass, and F. P. Plant's joint note, 9–12 November, 1842,		705 00
Fred. P. Plant, Andrew Knox, and Alfred Cox joint note, due 22–25 Dec. 1842,		1,284 00
John Turnbull, Andrew Turnbull, and F. G. Turnbull's joint note, due 24–27 December, 1842,		1,350 00
Thomas Kershaw, F. G. Turnbull, and J. L. Chapman joint note, due 26–29 December, 1842,		1,919 00
Andrew Knox, Ambrose Knox, and John G. Cocks' joint note, due 27–30 Dec. 1842,		2,877 00
Charles Turnbull, John Turnbull, and Andrew Turnbull's joint note, due 27–30 December, 1842,		169 00
Total,		$21,377 20

Long Loans due in 1843.

F. G. Turnbull, Andrew Turnbull, and John Turnbull's joint note, due 2 Jan. 1843,	1,358 00

W. H. Johnson, Romulus Payne, Henry C. Payne, and Benjamin Taylor's joint note, due 3 January, 1843, . .	$1,488 00	
Less paid 9 November, 1841, . .	236 94	
		1,251 06
Henry C. Payne, W. H. Johnson, A. W. Goodloe, and Benjamin Taylor's joint note, due 3d January, 1843, . .		465 00
Benjamin Taylor, Henry C. Payne, A. W. Goodloe's joint note, due 3d January, 1843, ...		165 00
A. W. Goodloe, Benjamin Taylor, and Henry C. Payne joint note, due 3 Jan. 1843, ...		866 00
W. C. Loftin, Robert P. Shelby, and Alfred Cox's joint note, due 2–5 January, 1843, ...		476 00
James Clarke, A. R. Miller, and W. G. Holmes joint note, due Jan. 5, 1843, .		261 00
Ambrose Knox, Andrew Knox, and D. F. Blackburn joint note, due 3–6 January, 1843, ...		1,324 00
J. L. Chapman, F. G. Turnbull, and Thos. Kershaw's joint note, due January 6, 1843, ...		1,795 00
A. W. McAllister, W. P. Montgomery, and A. B. Montgomery joint note, due 13 January, 1843, ...	554 00	
Less paid 4 January, 1841, . . .	8 00	
		545 46
W. P. Montgomery, A. W. McAllister, and A. B. Montgomery joint note, due 13 January, 1843, ...	279 00	
Less paid December 3d, 1840, . .	178 91	
		100 09
Catharine S. Prince, D. F. Blackburn, and John G. Cocks' joint note, due 1 February, 1843, ...		193 00
Francis Penrice, C. R. Bass, and James B. Jackson joint note, due 25 February, 1843, ...		813 00
Daniel Bradford, J. L. Chapman, M. V. Thompson, and David Suggett joint note, due 27 February, 1843, . .		985 00
Egg and Pope, and Joseph M. Brooks joint note, due 7–10 March, 1843, .	389 00	

Less paid 1 December, 1841,	$194 98	
" " 20 March, 1842,	51 46	
	$246 44	$142 56
C. R. Bass, Francis Penrice, and James B. Jackson joint note, due 14 March, 1843,		816 00
Samuel R. Dunn, Wm. Hunt, and A. W. McAllister joint note, due 26th March, 1843,		176 00
George W. Ward, Junius R. Ward, and Victor M. Flournoy's joint note, due 8–11 April, 1843,		468 00
W. A. Drumgoole, Sr., C. R. Bass, and F. P. Plant's joint note, due 12 Nov. 1843,		705 00
Robert P. Shelby, Andrew Knox, and Alfred Cox joint note, due 25 December, 1843,		1,284 00
John Turnbull, Andrew Turnbull, and F. G. Turnbull's joint note, due 27 December, 1843,		1,350 00
Forward,		$15,539 17
Thomas Kershaw, F. G. Turnbull, and J. L. Chapman's joint note, due 26–29 December, 1843,		1,919 00
Charles Turnbull, John Turnbull, and Andrew Turnbull, joint note due 27–30 Dec. 1843,		169 00
Andrew Knox, Ambrose Knox, and John G. Cocks, joint note due 27–30 Dec. 1843,		2,877 00
Total,		$20,504 17

Long Loans due 1844.

F. G. Turnbull, Andrew Turnbull, and John Turnbull's joint note due 30–2 Jan. 1844,	1,358 00
Ben. Taylor, Henry C. Payne, and A. W. Goodloe's joint note due 3 Jan. 1844,	165 00
A. W. Goodloe, Ben. Taylor, and Henry C. Payne, joint note due 3 Jan. 1844,	866 00
W. H. Johnson, Romulus Payne, Henry C. Payne, and Ben. Taylor's joint note due 3 Jan. 1844,	1,488 00
Henry C. Payne, W. H. Johnson, A. W. Goodloe, and Ben. Taylor's joint note due 3 Jan. 1844,	465 00

W. C. Loftin, Robert P. Shelby, and Alfred Cox, joint note due 5 Jan. 1844,	$476 00
Ambrose Knox, Andrew Knox, and D. F. Blackburn, joint note due 6 Jan. 1844,	1,324 00
J. L. Chapman, F. G. Turnbull, and Thos. Kershaw's joint note due 6 Jan. 1844,	1,795 00
W. P. Montgomery, A. W. McAllister, and A. B. Montgomery's joint note due 13 Jan. 1844, ...	279 00
Catharine S. Penrice, G. F. Blackburn, and John G. Cocks, joint note, due 1 Feb. 1844, ...	193 00
Francis Penrice, C. R. Bass, and James B. Jackson's joint note, due 25 Feb. 1844, ...	813 00
Daniel Bradford, J. L. Chapman, M. V. Thomson, and Daniel Suggett's joint note, due 27 Feb. 1844, . . .	985 00
C. R. Bass, Francis Penrice, and James B. Jackson's joint note, due 14 March, 1844, ...	816 00
Samuel R. Dunn, William Hunt, and A. W. McAllister's joint note, due 26 March, 1844, ...	176 00
George W. Ward, Junius R. Ward, and Victor R. Flournoy's joint note, due 11 April, 1844, ...	468 00
W. A. Drumgoole, Sr., C. R. Bass, and Fred. P. Plant's joint note, due 12 Nov. 1844, ...	705 00
Forward,	$12,372 00
Robert P. Shelby, Andrew Knox, and Alfred Cox's joint note, due 25 Dec. 1844, ...	1,284 00
John Turnbull, Andrew Turnbull, and F. G. Turnbull's joint note, due 27 Dec. 1844, ...	1,350 00
Thomas Kershaw, F. G. Turnbull, and J. L. Chapman's joint note, due 29 Dec. 1844, ...	1,919 00
Andrew Knox, Ambrose Knox, and John G. Cocks' joint note, due 30 Dec. 1844,	2,877 00
Chs. Turnbull, John Turnbull, and And. Turnbull's joint note, due 30 Dec. 1844,	169 00
Total,	$19,971 00

Long Loans due 1845.

F. G. Turnbull, Andrew Turnbull, and John Turnbull's joint note, due 2 Jan. 1845,		$1,358 00
Ben. Taylor, Henry C. Payne, and A. W. Goodloe's joint note, due 2 Jan. 1845,		165 00
A. W. Goodloe, Ben. Taylor, and Henry C. Payne's joint note, due 3 Jan. 1845,		866 00
W. H. Johnsons, Romulus Payne, and Henry C. Payne, and Ben. Taylor's joint note, due 3 Jan. 1845,		1,488 00
Henry C. Payne, W. H. Johnson, A. W. Goodloe, and Ben. Taylor's joint note, due 3 Jan. 1845,		465 00
J. L. Chapman, F. G. Turnbull, and Thos. Kershaw's joint note, due 6 Jan. 1845,		1,795 00
W. C. Loftin, Robert P. Shelby, and Alfred Cox's joint note, due 5 Jan. 1845,		476 00
Ambrose Knox, Andrew Knox, and D. F. Blackburn's joint note, due January 6, 1845,		1,324 00
A. W. McAllister, W. P. Montgomery, and A. B. Montgomery's joint note, due 13 Jan. 1845,	554 00	
Less paid, 18 April, 1843,	418 74	
		135 26
W. P. Montgomery, A. W. McAllister, and A. B. Montgomery's joint note, due 13 Jan. 1845,		279 00
Catharine S. Prince, D. F. Blackburn, and John G. Cocks's joint note, due 1 Feb. 1845,		193 00
Francis Penrice, C. R. Bass, and James B. Jackson's joint note, due 25 Feb. 1845,		813 00
Daniel Bradford, J. L. Chapman, M. V. Thomsons, and David Suggett's joint note, due 27 Feb. 1845,		985 00
C. R. Bass, Francis Penrice, and James B. Jackson's joint note, due 14 March, 1845,		816 00
Samuel R. Dunn, William Hunt, and A. W. McAllister's joint note, due 26 March, 1845,		176 00
George W. Ward, Junius R. Ward, and Victor M. Flournoy's joint note, due 11 April, 1845,		468 00

W. A. Drumgoole, Sr., C. R. Bass, and F. P. Plant's joint note, due 12 Nov. 1845, ...	$705 00
Robert P. Shelby, Andrew Knox, and Alfred Cox's joint note, due 25 Dec. 1845,	1,284 00
John Turnbull, Andrew Turnbull, and F. G. Turnbull's joint note, due 27 Dec. 1845, ...	1,350 00
Thomas Kershaw, F. G. Turnbull, and J. L. Chapman's joint note, due 29 Dec. 1845, ...	1,919 00
Andrew Knox, Ambrose Knox, and John G. Cocks's joint note, due 30 Dec. 1845,	2,877 00
Chas. Turnbull, John Turnbull, and And. Turnbull's joint note, due 30 Dec. 1845,	169 00
Total,	$20,106 26

Long Loans due in 1846.

F. G. Turnbull, Andrew Turnbull, and John Turnbull's joint note, due 2 Jan. 1846, ...	1,358 00
Henry C. Payne, W. H. Johnson, A. W. Goodloe, and Ben. Taylor's joint note, due 3 Jan. 1846, ...	465 00
A. W. Goodloe, Ben. Taylor, and Henry C. Payne's joint note, due 3 Jan. 1846,	866 00
W. H. Johnson, Romulus Payne, Henry C. Payne, and Ben. Taylor's joint note, due 3 January, 1846, . . .	1,488 00
Ben. Taylor, Henry C. Payne, and A. W. Goodloe's joint note, due 3 Jan. 1846,	165 00
W. C. Loftin, Robert P. Shelby and Alfred Cox's joint note, due 5th January, 1846, ...	476 00
J. L. Chapman, F. G. Turnbull and Thomas Kershaw's joint note, due 6th January, 1846, ...	1,795 00
Ambrose Knox, Andrew Knox and D. F. Blackburn's joint note, due 6th January, 1846, ...	1,324 00
W. P. Montgomery, A. W. McAllister and A. B. Montgomery's joint note, due 13th January, 1846, . . .	279 00
A. W. McAllister, W. P. Montgomery and A. B. Montgomery's joint note, due 13th January, 1846, ...	554 00

Catharine S. Prince, D. F. Blackburn and Jno. G. Cocks's joint note, due 1st Feb. 1846, ...	$193 00
Francis Penrice, C. R. Bass and Jas. B. Jackson's joint note, due 25th February, 1846, ...	813 00
Daniel Bradford, J. L. Chapman, M. V. Thomson and David Suggett's joint note, due 27th February, 1846, .	985 00
C. R. Bass, Francis Penrice and James B. Jackson's joint note, due 14 March, 1846, ...	816 00
Samuel R. Dunn, Wm. Hunt and A. W. McAllister's joint note, due 26 March, 1846, ...	176 00
George W. Ward, Junius R. Ward and Victor M. Flournoy's joint note, due 11 April, 1846, ...	468 00
W. A. Drumgoole, jr., C. R. Bass and F. P. Plant's joint note, due 12 November, 1846, ...	705 00
Robert P. Shelby, Andrew Knox and Alfred Cox's joint note, due 25 Dec. 1846, ...	1,284 00
Jno. Turnbull, Andrew Turnbull and F. G. Turnbull's joint note, due 27 Dec. 1846, ...	1,350 00
Thomas Kershaw, F. G. Turnbull and J. L. Chapman's joint note, due 29 Dec. 1846, ...	1,919 00
Andrew Knox, Ambrose Knox and John G. Cocks's joint note, due 30 Dec. 1846, ...	2,877 00
Charles Turnbull, John Turnbull and Andrew Turnbull's joint note, due 30 Dec. 1846, ...	169 00
Total,	$20,525 00

Long Loans due in 1847.

F. G. Turnbull, Andrew Turnbull and Jno. Turnbull's joint note, due 2 Jan. 1847, ...	1,358 00
A. W. Goodloe, Ben. Taylor and Henry C. Payne's joint note, due 3 January, 1847, ...	866 00

W. H. Johnson, Romulus Payne, Henry C. Payne and Ben. Taylor's joint note, due 3 Jan. 1847, ... $1,488 00

Henry C. Payne, W. H. Johnson, A. W. Goodloe and Ben. Taylor's joint note, due 3 Jan. 1847, ... 465 00

Ben. Taylor, Henry C. Payne and A. W. Goodloe's joint note, due 3 Jan. 1847, 165 00

W. C. Loftin, R. P. Shelby and Alfred Cox's joint note, due 5 January, 1847, 476 00

J. L. Chapman, F. G. Turnbull and Thos. Kershaw's joint note, due 6 January, 1847, ... 1,795 00

Ambrose Knox, Andrew Knox and D. F. Blackburn's joint note, due 6 January, 1847, ... 1,324 00

A. W. McAllister, W. P. Montgomery and A. B. Montgomery's joint note, due 13 January, 1847, ... 554 00

W. P. Montgomery, A. W. McAllister and A. B. Montgomery's joint note, due 13 January, 1847, ... 279 00

Francis Penrice, C. R. Bass and James B. Jackson's joint note, due 25 Feb. 1847, ... 813 00

Daniel Bradford, J. L. Chapman, M. V. Thomson and David Suggett's joint note, due 27 February, 1847, . . 985 00

Catharine S. Penrice, D. F. Blackburn and Jno. G. Cocks' joint note, due 1 February, 1847, ... 193 00

C. R. Bass, Francis Penrice and James B. Jackson's joint note, due 14 March, 1847, ... 816 00

Samuel R. Dunn, Wm. Hunt, A. W. McAllister's joint note, due 26 March, 1847, ... 176 00

G. W. Ward, Junius R. Ward and Victor M. Flournoy's joint note, due 11 April, 1847, ... 468 00

W. A. Drumgoole, sr., C. R. Bass and F. P. Plant's joint note, due 12 November, 1847, ... 705 00

R. P. Shelby, Andrew Knox and Alfred Cox's joint note, due 25 Deccember, 1847, ... 1,284 00

Jno. Turnbull, Andrew Turnbull and F.

G. Turnbull's joint note, due 27 Dec. 1847,	$1,350 00
Thomas Kershaw, F. G. Turnbull and J. L. Chapman's joint note, due 29 Dec. 1847,	1,919 00
Andrew Knox, Ambrose Knox and John G. Cocks's joint note, due 30 Dec. 1847,	2,877 00
Chas. Turnbull, John Turnbull and Andrew Turnbull's joint note, due 30 December, 1847,	169 00
Total,	$20,525 00

Long Loans due in 1848.

Forward,	$
F. G. Turnbull, Andrew Turnbull and John Turnbull's joint note, due 2 Jan. 1848,	1,358 00
Ben. Taylor, Henry C. Payne and A. W. Goodloe's joint note, due 3 Jan. 1848,	165 00
A. W. Goodloe, Ben. Taylor and Henry C. Payne's joint note, due 3 Jan. 1848,	866 00
Henry C. Payne, W. H. Johnson, A. W. Goodloe and Ben. Taylor's joint note, due 3 January, 1848,	465 00
W. H. Johnson, Romulus Payne, Henry C. Payne and Ben. Taylor's joint note, due 3 January, 1848,	1,488 00
W. C. Loftin, Robert P. Shelby and Alfred Cox's joint note, due 5 Jan. 1848,	476 00
Ambrose Knox, Andrew Knox and D. F. Blackburn's joint note, due 6 Jan. 1848,	1,324 00
J. L. Chapman, F. G. Turnbull and Thomas Kershaw's joint note, due 6 January, 1848,	1,795 00
A. W. McAllister, W. P. Montgomery and A. B. Montgomery's joint note, due 13 January, 1848,	554 00
W. P. Montgomery, A. W. McAllister and A. B. Montgomery's joint note, due 13 January, 1848,	279 00
Catharine S. Penrice, D. F. Blackburn and John G. Cocks's joint note, due 1 February, 1848,	193 00
Francis Penrice, C. R. Bass, and James	

B. Jackson's joint note, due 25 February, 1848, ...	$813 00
Daniel Bradford, J. L. Chapman, M. V. Thomson, and David Suggett's joint note, due 27 February, 1848, . .	985 00
C. R. Bass, Francis Penrice, and James B. Jackson's joint note, due 14 March, 1848, ...	816 00
Samuel R. Dunn, Wm. Hunt, and A. W. McAllister's joint note, due 26 March, 1848, ...	176 00
George W. Ward, Junius R. Ward, and Victor M. Flournoy's joint note, due 11 April, 1848, ...	468 00
Total,	$12,221 00

Long Loans due in 1849.

Forward,	$
W. A. Drumgoole, sr., C. R. Bass, and F. P. Plant's joint note, due 12 November, 1849, ...	1,000 00
Robert P. Shelby, Andrew Knox, and Alfred Cox's joint note, due 25 December, 1849, ...	5,500 00
Andrew Knox, Ambrose Knox, and John G. Cocks' joint note, due 30 December, 1849, ...	6,000 00
Total,	$12,500 00

Long Loans due in 1850.

F. G. Turnbull, Andrew Turnbull, and John Turnbull's joint note, due 2d January, 1850, ...	5,000 00
Alfred Cox, John G. Cocks, and Andrew Knox's joint note, due 4 Jan., 1850, .	2,000 00
M. L. Evans, James B. Jackson, and J. L. Chapman's joint note, due 4 January, 1850, ...	1,000 00
Frederick P. Plants, A. W. Dunbar, and W. A. Drumgoole's joint note, due 4 January, 1850, ...	1,500 00
W. H. Gaines, A. H. Davis, and Ben. P. Gaines's joint note, due 4 Jan. 1850, .	2,500 00

Ambrose Knox, Andrew Knox, and D. F. Blackburn's joint note, due 6 January, 1850,			$500 00
E. F. Atchison's note, due 4 Feb. 1850,			3,340 28
Jos. W. Robertson, Wm. Rushing, and Mordecai Powell's joint note, due 10 February, 1850,			1,000 00
Thomas M. Tucker, I. A. Tucker, and Chs. Turnbull's joint note, due 11 February, 1850,		$700 00	
Less paid 25 May 1840,	$120 00		
" 25 " "	320 00	440 00	
			260 00
Torney & Price's note, due 28 February, 1850,			400 00
Robert McCullough, Zenas Preston, and Wm. E. Hall's joint note, due 12 March, 1850,			5,000 00
Forward,			$22,500 28
C. R. Bass, Francis Penrice, and Jas. B. Jackson's joint note, due 14 March, 1850,			3,000 00
A. W. Dunbar, J. A. Miller, and Fred. P. Plant's joint note, due 20 March, 1850,			5,000 00
George W. Ward, Junius R. Ward, and Victor M. Flournoy's joint note, due 11 April, 1850,			1,000 00
Total,			$31,500 28

Recapitulation of Long Loans.

Long loans due in 1841,	$12,914 88	
" " 1842,	21,345 72	
" " 1843,	20,504 17	
" " 1844,	19,771 00	
" " 1845,	20,106 26	
" " 1846,	20,525 00	
" " 1847,	20,525 00	
" " 1848,	12,221 00	
" " 1849,	12,500 00	
" " 1850,	31,500 28	
Total,		$192,113 31

List of Notes and Bills in suit received of A. F. Smith, Bank Attorney, 25 June, 1844.

Wm. Taylor, James F. Taylor, Sam. D. Walker, and Wm. W. Rose's joint note, dated 10 February, 1838, payable 12 months, date 10–13 February, 1839, for	$3,180 00	
Less paid on account, Sept. 21, 1838,	1,755 51	
		$1,424 49
John G. Singleton, F. G. Turnbull, and Alfred Cox's joint note, dated 4 Dec. 1837, payable one day after date, .		1,000 00
S. C. Faulkner's acceptance of A. L. Shotwell's draft, drawn by M. V. Thomson, dated 21 February, 1838, and payable 21–24 December, 1838, . .		1,260 00
Forward,		$3,684 49

Notes and Bills in suit, continued.

Samuel D. Walker, Benj. L. Miles, and Jno. Turnbull's joint note, dated 27 February, 1838, and payable 21–2 March, 1839, for	$2,460 00		
Less paid on account 30 Nov. 1838,	$1,164 87		
" " 13 Mar. 1840,	1,176 90		
" " 13 " 1840,	5 00		
		2,346 77	
			113 23
A. W. Goodloe, Ben. Taylor, and Henry C. Payne's joint note, due 31 Dec. 1839, and payable 31–3 January, 1841, .			866 00
A. W. Goodloe, Ben. Taylor, and W. H. Johnson's joint note, dated 31 Dec. 1839, payable April 2, 1840, . .			561 18
Silas Lillard's acceptance of Edward Sparrow's draft, dated 18 April, 1837, and payable 18–21 Oct. 1837, indorsed by G. W. Keaton, ...			1,047 12
Edward Sparrow, Chs. N. Rowley, and Geo. W. Keaton's joint note, dated 18 April, 1837, payable 18–21 April, 1838,			2,176 28
Edward Sparrow's acceptance of Silas Lillard's draft, indorsed by Thomas Alexander, dated July 17, 1837, payable 17–20 Nov. 1837, for . .			2,093 01

R. McCullough, W. E. Hall, and C. Gibson's joint note, due 22–25 Dec. 1838,	$1,413 00
Nathaniel Davis, Alfred Cox, and D. F. Blackburn, joint note, due 7–10 March, 1839,	247 27
Aylette Bucker's acceptance of C. W. Muncaster, cashier, draft to order of Z. K. Fulton, president, due 19–22 March, '37,	507 61
Buckner, Wilson & Co., Ben. Taylor and G. M. Peck's joint note, due 18–21 January, 1839, balance due,	15 51
J. L. Fisher, J. G. Cocks and W. S. Scott's joint note, due 25th Feb., 1840,	1,346 25
Total,	$14,070 95

List of Bills and Notes in suit to be accounted for by Attorneys whose receipts are held by the Bank.

Date of Receipt.	Attorneys' Names.	Debtors' Names.	Securities.	Maturity of Debt.	Amount.
1840.					
Feb. 18.	Webster & Smith,	J. G. Singleton, . .	And. Knox, And. Turnbull & Co., acceptors,	21st Sep., '37	$2994 41
"	H. D. Manderville,	Do., ...	F. G. Turnbull, Rood, Wills & Co., acceptors,	27th Nov., "	4300 00
"	Sutton & Meany,	E. L. Johnson, . .	A. L. Shotwell, S. C. Faulkner, ...	24th Feb., "	1500 00
"	A. F. Smith,	V. M. Sullivan, . .	J. G. Singleton, J. M. Carpenter, . . .	23d Dec., '38	2400 00
"	do.	J. M. Carpenter, . .	Do. V. M. Sullivan, . . .	" "	4411 00
"	do.	Do., ...	Thomas Kershaw, C. W. Muncaster, . .	24th Feb., '39	2688 34
"	do.	Buckner, Wilson & Co.,	J. H. Robb, T. J. James, ...	29th Mar. "	910 00
"	do.	David Suggett, . .	Hy. Johnson, M. V. Thomson, ...	29th Feb., "	3737 85
"	do.	J. Y. Dashill, . . .	Jno. Turnbull, F. P. Plant, ...	4th Jan., '40	517 21
"	do.	R. M. Johnson, . . .	G. W. Ward, ...	10th Dec., '38	360 00
"	do.	Thos. H. Buckner, .	T. N. Falconer, A. S. Wilson, acceptors, .	17th Jan., '39	1850 00
"	do.	Davis Montgomery, .	A. B. Montgomery, Arthur Fulton, acceptors,	12th Dec., '38	1413 00
"	do.	Do., ...	Joseph Egg, do. do. .	27th Nov., '37	1594 24
"	do.	J. G. Singleton, . .	R. P. Shelby, J. R. Davis, acceptors, . .	28th May, '37	5000 00
Mar. 16.	do.	Jos. Neibert, . . .	J. C. Wilkins, ...	4th Dec., "	5376 33
"	do.	A. Speilman, administ'r,	T. Kershaw, J. Turnbull, ...	6th Mar., '39	1834 38
Apr. 6.	do.	Daniel Bradford, . .	M. V. Thomson, H. Moseley, cashier, . Accepted by Ward, Moffitt & Co., .	2d Mar., '40	1514 56
Apr. 17.	do.	C. Gibson, ...	R. M. Smith, W. E. Hall, ...	25th Jan., '39	2171 41
Sep. 14.	do.	J. & H. J. Butterworth,	Muir, Moore & Co., Summers & Wait, . .	23d Dec., '38	2164 29
"	do.	W. G. Holmes, . .	W. E. Hall, J. Turnbull, ...	25th Jan., '39	842 96
"	do.	Do., ...	J. D. Harding, Thomas Grimes, ...	31st " "	1134 82
"	do.	Alfred Cox, ...	J. G. Cocks, And. Knox, ...	3d April, '40	3172 79
1841.					
Mar. 26.	do.	Ann J. Singleton, . .	R. P. Shelby, And. Knox, ...	24th " '39	3046 78
"	do.	S. C. Faulkner, . .	J. L. Chapman, S. C. Faulkner, acceptors, .	24th Dec., "	2854 13

"	do.	Smith & Graves, . .	W. M. Benton, J. L. Chapman, ...	7th Jan., '41	753	10
"	do.	W. C. Loftin, . . .	R. P. Shelby, Alfred Cox, ...	4th April, '40	1090	28
"	do.	F. G. Turnbull, . .	Alfred Cox, Ann J. Singleton, acceptors, .	27th Feb., '39	4712	04
1841.	do.	A. J. Singleton, . .	R. P. Shelby, D. F. Blackburn, ...	" "	1143	59
Sep. 30.	do.	R. P. Shelby, . . .	Andrew Knox, Alfred Cox, ...	23d Feb., '41	5487	37
"	do.	Alfred Cox, . . .	J. G. Cocks, Andrew Knox, F. P. Plant, .	4th Jan. '41	600	00
	do.	J. L. Chapman, . .	F. G. Turnbull, Thomas Kershaw, . . .	6th April, '40	415	91
"	do.	Charles Turnbull, . .	J. Turnbull, And. Turnbull, ...	30th Dec., '40	169	00
"	do.	J. G. Cocks, . . .	Alfred Cox, And. Knox, ...	29th Dec., '40	1808	00
"	do.	J. L. Chapman, . .	F. G. Turnbull, T. Kershaw, ...	6th Jan., '41	1795	00
"	do.	W. C. Loftin, . . .	R. P. Shelby, Alfred Cox, ...	5th Jan., '41	476	00
				Forward, ...	$76,238	79

Remarks.

No satisfactory information obtained as to the item as yet.
Judgment v. Turnbull, 14th April, '40, for $5290, and v. Singleton, administrator, 14th October, '40, for $5274 66. No information as yet.
Judgment v. Carpenter, 12th April, '41, for $2844 26. Judgment v. Carpenter and Sullivan, 14th October, '40, for $4768 31. Executions issued and enjoined.
Judgment v. Thos. Kershaw, 14th October, '40, for $3673 03.
Judgment v. Buckner et als., 14th October, '40, $1109. Partly settled, but no entries made in books.
Judgment v. Thomson et al., 14th October, '40, for $3838 50.
Judgment v. F. P. Plant, 14th October, '40, for $546 85.
No information that is positive.
Do.
Judgment v. D. Montgomery et. al., 14th April, '40, $1634 25.
Do. v. do, do. do. $2020 47.
Partly settled, no entries.
On issue docket Circuit Court, Washington County.
No information positive.
Judgment v. Kershaw et. al., 13 Oct., '41, for $2604 01.
On issue docket v. said court.
Do. do. do.
No information.
Judgment v. Hall, 14 Oct., '40, for $1681 70, part paid; judgment v. Grimes, 13 April, '41, for $2682 80, part paid. Mortgage on property of Holmes, in La., to secure balance due.
On issue docket of said court.
Do. Papers burnt in the clerk's office.
Do.
Do.
Collected by A. F. Smith, and chargeable to him in account.
On issue docket of said court; papers burnt in the clerk's office.
Do. do. do. do.
Do. do.
In A. F. Smith's hands.
On issue docket of said court; papers burnt in the clerk's office.
Judgment v. C. & A. Turnbull, 13 Oct., '41, for $179 64.
Issue to said court.
Do. papers burnt as above.
Collected by A. F. Smith, attorney.

List of Bills and Notes in suit to be accounted for by Attorneys, whose receipts are held by the Bank—continued.

Date of Receipt.	Attorney.	Debtors' Names.	Securities.	Maturity.	Amount.
Forward,					$76,238 79
1841.					
Sept. 30,	A. F. Smith,	Alfred Cox,	John G. Cocks, Andrew Knox (forward),	4 Jan., '41,	2,400 00
"	do.	Andrew Knox,	Andrew Knox, J. G. Cocks,	30 Dec., '40,	2,877 00
"	do.	Thomas Kershaw,	F. G. Turnbull, J. L. Chapman,	29 Dec., '40,	1,919 00
"	do.	J. Turnbull,	And. Turnbull, J. G. Turnbull,	27 Dec., '40,	1,350 00
"	do.	do.	Chas. Turnbull, do.	26 Mar., '40,	3,386 09
"	do.	Daniel Bradford,	J. L. Chapman, M. V. Thomson, D. Suggett,	27 Feb., '41,	985 00
"	do.	T. P. & W. Warfield,	Wm. Hunt, A. B. Montgomery,	26 Jan., '39,	482 13
Protest fees on above notes and bills,					47 38
				Total,	$89,685 39

Debits—General Balance.

Cash,	$6,268 18
Long loans,	285,442 96
Cotton pledges,	3,337 03
Loans in suspense,	3,538 14
Suspended debt,	30,705 74
Notes and bills in suit,	103,756 34
Protest account,	43 84
Redeemed notes,	24,155 00
Real estate,	17,019 88
Robert J. Ward,	5 04
Forsyth & Limerick,	442 66
Mississippi & Alabama Railroad and Banking Co.,	186 88
Branch of Northern Bank of Kentucky, Louisville,	50
Planters' Bank of Natchez,	38 90
Branch of do. Vicksburg,	4 50
Agricultural Bank, Natchez,	3 00
Sterling bond exchange,	19,972 49
Commercial and Railroad Bank, Vicksburg,	3 00
Notes discounted,	610 00
Expense account,	2,810 70
Interest account,	793 20
	$499,137 98

Remarks.

No positive information received as yet.
On issue docket of Circuit Court of Washington County; papers burnt in clerk's office.
Do.
No satisfactory information obtained as yet.
Do. do.
On issue docket of said court.
Do. Papers burnt in clerk's office.

Credits.

30th November, 1842.

Capital stock,	$187,040 00
Profit and loss,	80,532 62
Bank notes, Lake Washington & D. C. Railroad and Banking Co.,	73,435 00
Bank notes, Bank of Mississippi,	7,700 00
Deposit certificates,	6,562 65

Individual Deposits, - - - - - - -	$13,157 12
Cotton account, - - - - - - - -	61 50
Commercial Bank, Natchez, - - - - -	17 44
Brown Brothers & Co., - - - - -	128,450 55
Suspense account, - - - - - -	2,181 00
	$499,137 98

Circulation, 30th November, 1842, $50,765.

Dr. Individual Deposits. Cr.

Folio.	Name.	Amount.
25	Bradford, Daniel,	3 00
52	Cox, Alfred, -	2 50
57	Chapman, J. L. -	43
58	Clark, Smith J. -	2 00
61	Cocks, John G. -	2 50
99	Egg, Joseph, -	50
100	Evans, McLin, -	76
240	Miller, John A. -	3 57
242	Montgomery W. P.	2 00
309	Penrice, Francis,	3 75
310	Preston, Zenas, -	177 32
374	Shelby, R. P. -	2 00
376	Smith F. P. -	5 85
408	Turnbull Charles,	2 50
412	Throckmorton and Everett, - -	3 00
414	Turnbull, F. G. -	504 27
415	Tousey and Price,	37

Folio.	Name.	Amount.
24	Briggs, David F.	3 19
26	Buckner & Wilson & Co. -	500 00
27	Blackburn D. F.	120 00
54	Clarke J. & W. A.	10 00
55	Cocks & Scott, -	1 66
57	Chapman, J. L.	"
58	Clowan, Wm. -	850 00
60	Cox, P. D. -	5 75
79	Drumgoole, W. A.	2 10
82	Dunbar, A. W. -	60 00
98	Endicott, T. W.	15 00
113	Fanning B. agt. J. & L. B. -	1 17
114	Faulkner, S. C.	1155 00
151	Holmes, W. G. -	588 87
153	Hammett, R. E.	1814 37
181	Jeffries, W. F. -	16 79
202	Knox Ambrose,	70 00
205	Knox Andrew, -	80 47
214	Loftus, Walter C.	484 91
234	Montgomery, Eli,	270 00
235	Montgomery, Davis, - -	1809 24
236	Miller, Anderson,	91 38
308	Price, Wm. F. -	" 94
311	Plant, F. P. -	1049 30
312	Penrice & Likens,	16 24
342	Robertson, Jos. W.	2 91
345	McAllister, A. W.	560 00
372	Sparrow, Edward,	18 00
375	Singleton, And. J.	265 00
377	Suggett, David,	135 00
380	Smith, A. F. -	2475 00
381	Scott, Wm. G. -	145 00

438	Ward, George W.	$203	90
439	Wilson A. L. -	1	97
439	Wilkins, James C.	773	58
440	Wills, W. S. -	60	00
451	Willoughby, W. M.	216	70
		13,873	44
$716 32	Deduct debts,	$716	32
	As per general balance,	$13,157	12

List of Long Loans included in balance of 30th November, 1842, not handed over to the Receiver.

No.	Maker.	Securities.	Date.	Term.	Due.	Amount.
69	J. G. Cocks,	Alfred Cox & A. Knox,	Dec. 1839, 26,	10 years,	Dec. 1849, 29,	4000 00
71	do	do	" 26,	2 "	" 1841, 29,	1808 00
72	do	do	" 26,	3 "	" 1842, 29,	1808 00
73	do	do	" 26,	4 "	" 1843, 29,	1808 00
74	do	do	" 26,	5 "	" 1844, 29,	1808 00
75	do	do	" 26,	6 "	" 1845, 29,	1808 00
76	do	do	" 26,	7 "	" 1846, 29,	1808 00
77	do	do	" 26,	8 "	" 1847, 29,	1808 00
78	Charles Turnbull,	J. & A. Turnbull,	" 27,	10 "	" 1849, 30,	1000 00
87	Andrew Turnbull,	J. & F. G. Turnbull,	" 24,	10 "	" 1849, 27,	10,000 00
90	do	do	" 24,	3 "	" 1842, 27,	827 00
91	do	do	" 24,	4 "	" 1843, 27,	827 00
92	do	do	" 24,	5 "	" 1844, 27,	827 00
93	do	do	" 24,	6 "	" 1845, 27,	827 00
94	do	do	" 24,	7 "	" 1846, 27,	827 00
95	do	do	" 24,	8 "	" 1847, 27,	827 00
96	John Turnbull,	A. and F. G. Turnbull,	" 24,	10 "	" 1849, 27,	15,000 00
143	A. B. Montgomery,	Wm. Hunt & D. F. Blackburn,	Jan'y, 1840, 7,	10 "	Jan'y, 10, 10,	2500 00
146	Wm. Hunt,	A. B. Montgomery & do.	" 7,	10 "	" 10, 10,	5000 00
149	Thos. Kershaw,	F. G. Turnbull & J. L. Chapman,	Dec. 1839, 26,	10 "	Dec. 1849, 29,	2000 00
166	H. B. Blanton,	do. & A. W. McAllister,	Jan'y, 1840, 27,	10 "	Jan'y, 1850, 30,	6600 00
179	W. P. Montgomery,	A. W. McAllister & W. B. Montgomery,	" 27,	10 "	" 13, 13,	2500 00

List of Long Loans, &c., continued.

No.	Maker.	Securities.	Date.	Term.	Due.	Amount.
188	A. W. McAllister,	W. P. Montgomery and A. B. Montgomery,	Jan. 1840, 10, 10	years,	Jan'y 13, 13,	$1000 00
192	do	W. P. Montgomery and A. B. Mongomery,	" 10, 4	"	" '44, 13, 13,	554 00
193	do	W. P. Montgomery and A. B. Montgomery,	" 10, 5	"	" '45, 13, 13,	418 74
205	W. S. Scott,	P. A. Cox & A. P. Smith,	Miss. 2, 10	"	Mar. 1850, 5,	900 00
208	Alfred Cox,	J. G. Cocks and A. Knox,	Jan'y, 1, 2	"	Jan'y, 1842, 4,	2400 00
209	do	do do	" 1, 3	"	" 1843, 4,	2400 00
210	do	do do	" 1, 4	"	" 1844, 4,	2400 00
211	do	do do	" 1, 5	"	" 1845, 4,	2400 00
212	do	do do	" 1, 6	"	" 1846, 4,	2400 00
213	do	do do	" 1, 7	"	" 1847, 4,	2400 00
214	do	do do	" 1, 8	"	" 1848, 4,	2400 00
277	D. F. Blackburn,	Wm. Hunt & J. G. Cocks,	" 4, 10	"	" 1850,	500 00
279	do	do do	" 4, 2	"	" 1842,	639 00
280	do	do do	" 4, 3	"	" 1843,	528 91
281	do	do do	" 4, 4	"	" 1844,	639 00
282	do	do do	" 4, 5	"	" 1845,	639 00
283	do	do do	Jan'y, 1840, 4, 6	"	" 1846, 7,	639 00
284	do	do do	" 4, 7	"	" 1847, 7,	639 00
285	do	do do	" 4, 8	"	" 1848, 7,	639 00
319	J. A. Miller,	F. P. Plant & A. W. Dunbar,	Dec. 1839, 24, 10	"	Dec. 1849, 27,	2400 00
322	S. R. Dunn,	Wm. Hunt & A. W. Master,	Mar. 1840, 23, 2	"	Mar. 1842, 26,	176 00
						$93,329 65

List of Paper included in Suspended Debt, balance 30th November, 1842, not handed over to Receiver.

No.	Maker.	Securities.	Date.	Term.	Due.	Amount.
155	Murchison & Doyal,	Acceptance of S. Murchison's draft, Edw. *Barlow*, & Taylor & S. Lillard, -	April 18, 1837,	6 mos.	Oct. 21, 1837,	for $523 56
44	Eli Montgomery's draft, ind. - -	J. Jamison & Sprague & Co. -	Jany. 18, 1837,		Mar. 22, 1837,	406 09
212	A. J. McMurtey's acceptance of -	V. M. Thompson's draft ind. S. Castleman, - -	May 31, 1837,		Dec. 3, 1837,	2123 76
159	A. L. Wilson, acceptance, - -	Ind. N. Barlow & F. N. Falconer, - - - -	Apr. 18, 1837,		Sept. 21, 1837,	2103 75

Amount paid by W. S. Scott, 15 April, 1843, on his note for $1000, now in suspended debt for $933 22, . .	$66 78	
do do	23 32	
Loans in suspense included in balance 30 November, 1842, not handed over to the receiver.		
48. Murchison & Doyal's note indorsed by Barlow & Taylor and S. Lillard, dated 21 April, 1838, at 12 months, due 21–24 April, 1839, . . .		1,088 14
		$99,665 05

List of Books belonging to and used by the Bank of Mississippi.

Long loan book,
Exchange book,
Collection tickler,
Note clerk blotter,
Teller's balance,
Bank note register,
Poll book of election for directors,
Stock ledger,
Certificates of stock,
Stock certificates,
General balances,
Individual ledger,
Cotton shipment,
Discount book,
Collection book,
Deposit scratcher,
Directors' journal,
Signature book,
Transfer certificates,
Subscriptions for capital stock,
General ledger and journal,
Credit book,
Letter book.

Blank Impressions on Notes received from W. M. Willoughby, Cashier, by C. A. Lacoste, Receiver.

1 bundle sealed and marked as containing 1002 impressions 50 50 1000 100 Bank Miss.
1 do do do 1000 do 10 10 10 20 do
1 do do do 1000 do 10 10 10 20 do
1 do do do 1000 5 5 do
1 do do do 1000 do 5 do
1 do do do 1000 do 5 do
1 do do do 1000 do 5 do
1 do do do 1000 do 5 do
1 do do do 1000 do 5 do
1 do do do 1000 do 10 10 10 20 do
1 do do do 1000 do 5 do
1 broken do do 336 do 10 10 10 20 do
1 bundle sealed, do do 1004 do 10 do
1 do do do 504 do 10 10 20 do
1 do do do 1000 do 5 5 do
1 broken do do 933 do 5 do
1 sealed do do 1000 do 5 Lake W. & D. C. R.R. B. Co.
1 do do do 1000 do 5 do do
1 do do do 1204 do 5 do do
1 do do do 1000 do 5 do do

1 broken bundle, 299–5 sheets and 16 notes 205 Lake W. & D. C. R.R. B. & Co.

List of Mortgages.

Mortgages.	Date.	Filed.	Amount.	Property Mortgaged.
Charles Turnbull,	28 Dec. 1839	1 Feby. 1840	$1,352 00	5 acres land.
Andrew Turnbull,	27 " "	1 " "	6,616 00	655 10–100 acres land.
John Turnbull,	27 " "	27 Dec. 1839	10,800 00	1700 do
John L. Chapman & wife,	1 Jany. 1840	28 Feby. 1840	14,360 00	Undivided ½ of 960 acr. land & 61 negroes.
F. G. Turnbull & wife,	30 Dec. 1839	11 Jany. "	10,869 35	380 acres land.
Andrew Knox & wife,	27 " "	1 Feby. "	23,016 00	1000 acres land and 10 negroes.
Ambrose Knox,	4 Feby. 1840	1 " "	10,592 00	956 do 14 do
Thos. Kershaw & wife,	17 Jany. "	1 " "	15,352 00	1365 do 21 do
Ben. Taylor & wife,	31 Dec. 1839	31 Mar. "	1,320 00	170 do in Arkansas.
C. S. Prince,	29 Jany. 1840	1 Feby. "	1,544 00	lot 4, sec. 14, township 14, range 9 W.
W.P.Montgomery & wife,	10 " "	9 June "	2,232 00	sec. 11, township 17, range 8 W.
A. W. McAllister,	10 " "	4 Mar. "	4,432 00	560 acres land and 15 slaves.
Daniel Bradford,	24 Feby. "	24 Feby. "	7,880 00	1610 do & one half interest in 43 negroes, and whole interest in 7 negroes.
W. H. Johnson & wife,	31 Dec. 1839	31 Mar. 1840	11,904 00	1220 79–100 acres land in Arkansas.
A. W. Goodloe & wife,	31 " "	31 " "	6,928 00	420 do do
Henry C. Payne,	31 " "	31 " "	3,720 00	480 do do
W. C. Loftin & wife,	22 Jany. 1840	15 Feby. "	3,808 00	1040 do Mississippi.
George W. Ward,	8 April, "	8 April, "	3,744 00	1420 do do
Council R. Bass,	23 Mar. "	15 " "	6,528 00	lots 1 & 2 of § 7, lots 3, 4, 5, 6, 7, & 8 of § 6.
D.F. Blackburn & wife & E. W. Shelby,	4 Jany. "	30 " "	5,112 00	sec. 22, lots 3, 4, 5, sec. 23, t. 14, r. 9 W. undivided int. in 410 acr. land & 4 slaves.
Francis Penrice & wife,	22 Feby. "	13 " "	6,397 82	635 acres land.
W. A. Drumgoole,	30 Nov. "	30 Jany. 1841	4,935 00	250 do and 8 slaves.
R. P. Shelby,	22 Dec. "	25 Dec. 1840	14,475 37	960 do 52 do
James Clarke,	10 June "	1 " "	1,753 03	6 slaves in Arkansas.
S. R. Dunn & wife,	14 April, 1841	4 June, 1841	1,232 00	1200 acres.

List of Stockholders, per Balance 30th November, 1842.

	Shares.	Paid in.		Shares.	Paid in.
Arthur & Fulton,	100	6000	Leslie, H.	5	100
Atchison, E. F.	100	10,000	McAllister, A. W.	10	1000
Bass, C. R.	30	3000	Montgomery, A.B.	25	2500
Blanton, W. W.	34	3400	Montgomery, W.P.	25	2500
Blanton, H. B.,	66	6600	Miller, Anderson	10	1000
Barlow, N.	50	3000	Murchison & Doyal,	25	2500
Bingamore, A. L.	50	2000	McMurtry, A. T.	50	3000
Buckner, A.	25	1000	Montgomery, E.	20	800
Bell, E.	50	2000	McCullough, R.	50	5000
Blackburn, D. F.	10	500	Miller, John A.	30	3000
Cox, Alfred	10	1000	Neibert, Joseph	50	5000
Cox, S. M.	10	1000	Plant, F. P.	15	1500
Cocks, P. A.	10	1000	Penningham, E. A.	10	1000
Conley, Lewis	10	1000	Penrice, M. J.	10	1000
Cocks, John G.	10	1000	Penrice, W. J.	1	40
Cox, P. A.	10	1000	Preston, Z.	25	2500
Com'l & Railroad			Robertson, J. W.	10	1000
Bk. V'bg,	20	2000	Rood, H. L. & Co.	50	2000
Drumgoole, W. A.	10	1000	Shelby, R. P.	35	3500
Dunbar, A. W.	50	5000	Singleton, A. J.	60	6000
Davis, J. R.	100	4000	Shelby, Thomas J.	10	1000
Estell, J. M.	10	600	Shelby, C. S.	10	1000
Ellis, T. G.	100	4000	Scott, W. S.	20	2000
Evans, McLin	10	1000	Sparrow, Edward	50	5000
Fiske, J. L.	20	500	Sprague & Howell,	100	4000
Foster & Easton,	5	500	Stanton, Buckner		
Gwin, W. M.	50	3000	& Co.,	50	2000
Gaines, W. A.	25	2500	Suggett, David,	10	1000
Grimes, Thomas,	20	800	Turnbull, John	150	15,000
Hunt, William,	50	5000	Turnbull, F. G.	30	3000
Hall, W. E.	25	2500	Turnbull, Mary	10	1000
Jamison, John	50	2000	Louis Turnbull,	10	1000
Knox, Andrew	10	1000	Turnbull, Charles	10	1000
Knox, H. B.	10	1000	Turnbull, Andrew	100	10,000
Knox, E. J.	10	1000	Tucker, Thomas M.	15	1500
Knox, R. P.	10	1000	Tousey & Price,	12	1200
Kershaw, Thomas	20	2000	Wilson, A. L.	50	3000
Knox, Ambrose,	5	500	Ward, R. J.	40	1000
Longley, T. W.	10	1000	Warren, J. B.	10	1000
Lee, H. M.	10	1000	Ward, George W.	10	1000
Shares,	1205	$86,400	Shares,	2418	$187,040

List of Stock transferred on the Register since 30th November, 1842.

Date of Transfer. 1843.	Stockholders.	To whom transferred.	Amount paid in per stock book.	No. of shares.	Amt. represented as paid in per transfer.	The transfer in the Register signed by
April 15.	Murchison & Doyal, -	The Bank of Mississippi.	$1,900	19	$1,900	S. C. Cox, agent.
"	A. T. McMurtry, - -	do	2,700	45	4,500	do
"	E. Montgomery, - -	do	800	20	2,000	do
"	A. L. Wilson, - - -	do	2,580	43		do
"	A. L. Bingamon, - -	do	2,000	50	5,000	do
"	Stanton, Buckner & Co.	do	2,000	50	5,000	do
"	William S. Scott, - -	do	2,000	20	2,000	do
17.	J. G. Cocks, - - -	do	1,000	10	1,000	J. G. Cocks.
"	P. G. Cocks, - - -	do	1,000	10	1,000	do as guardian.
"	P. A. Cocks, - - -	do	1,000	10	1,000	P. A. Cocks.
"	Andrew Turnbull, - -	do	10,000	100	10,000	Andrew Turnbull.
"	William Hunt, - - -	do	5,000	50	5,000	D. F. Blackburn.
"	W. P. Montgomery, -	do	2,500	25	2,500	do attorney.
"	A. B. Montgomery, -	do	2,500	25	2,500	do
"	H. B. Blanton, - -	do	6,600	66	6,600	do
15.	A. W. McAllister, - -	do	1,000	10	1,000	do
17.	D. F. Blackburn, - -	do	500	5	500	D. F. Blackburn.
"	Ch. Turnbull, - - -	do	1,000	10	1,000	C. Turnbull.
18.	Thomas Kershaw, - -	do	2,000	20	2,000	T. Kershaw.
17.	W. W. Blanton, - -	do	3,400	34	3,400	D. F. Blackburn, attorney of exr., &c.

1843.						
April 18.	J. A. Miller, - - -	do	2,400	24	2,400	J. A. Miller.
"	John Turnbull, - - -	do	15,000	150	15,000	A. F. Smith, attorney of exr.
		Total,	$68,880	796	$75,300	

N. B.—After diligent search among the papers of the bank, now in his possession, the receiver is unable to find any *written* authority under which the above-stated transfers by *proxy* were made.

C. A. LACOSTE,
Receiver.

December 14th, 1844.

On the 7th of June, 1845, the following report of C. A. Lacoste, receiver, was filed, to wit:

In the Superior Court of Chancery of Mississippi.

BROWN BROTHERS & Co., complainants,
v.
THE BANK OF MISSISSIPPI et al., defendants.

To the Honorable Robert H. Buckner, Chancellor of Mississippi.

Charles A. Lacoste, who was appointed by your honor a receiver in the above-stated cause, at a previous term of this honorable court, respectfully reports that since the December term, 1844, of said court, he has taken the most active step towards the collection of the assets due said corporation. With but very few exceptions, he has placed in the hands of eminent lawyers in this State, and in Louisiana and Arkansas, for suit, all the claims past due, and not worthless, which have come to his hands, and he has revived many dormant suits of the bank against its debtors in Washington county, the result of all which litigation he will of course not be able to report until a future term of this court. Many actions of a very important character, cognizable only in a court of equity, the undersigned is preparing to bring to this honorable court; several very important settlements he expects to accomplish between this and fall under amicable arrangements with the debtors. In fine, he begs to assure your honor, and is ready to adduce proof of it if necessary, that he has been, and is, procuring with due diligence to the settlement of the affairs of said bank, as it is contemplated by the decree of your honor, under which he holds his appointment as receiver.

In addition to the amounts last reported as collected by the undersigned, he has received—

On 11 March,	1845,	from	Egg & Pope, in full,	-	$235 86
On 12 "	"	"	H. Moseley, in full,	- -	1138 34
On 12 "	"	"	W. C. Loftin, on acct,	-	270 00
On 17 April,	"	"	T. W. Endicott, on "	-	65 00
On 20 May,	"	"	N. Davis, in full,	- - -	380 00
			Total in notes of the corporation,	-	$2089 20

Respectfully submitted,
CHARLES A. LACOSTE,
Receiver.

NATCHEZ, June 7, 1845.

On 8th November, 1845, the following bill of S. C. Cox was filed, to wit:

State of Mississippi, Superior Court of Chancery.

To the honorable chancellor of the State of Mississippi, at Jackson, in chancery sitting.

Humbly complaining, showeth unto your honor, Seth C. Cox, residing in Adams county, State of named, that heretofore, to wit, on or about the day of , certain persons, of whose individual names your orator is ignorant, styling themselves Brown Brothers & Co., filed their certain bill of complaint in this honorable court against the Bank of Mississippi, a corporation located at Princeton, in Washington county, State aforesaid, representing themselves as creditors thereof, and praying that the assets of the same might be seized, and placed in the hands of a receiver (which has been done), and that all the other creditors thereof might come in for their claims, and receive their proportional dividends, &c., as by reference to said bill of complaint on file in this honorable court, and which, so far as the same is requisite, it is prayed may be made parcel hereof, will more fully and at large appear. Further complaining, your orator represents that on the nineteenth day of April, eighteen hundred and forty-three, one John G. Cocks deposited with said Bank of Mississippi a large sum of money, to wit, the sum of four thousand seven hundred and eighty-six dollars and eighteen cents, taking from said bank, through its cashier, as evidence of such deposit, a certificate, commonly called a certificate of deposit, dated Princeton, April 19th, 1843, and signed W. M. Willoughby, cashier, payable to said John G. Cocks; afterward, for full and valuable consideration, transferred and indorsed to your orator, who is now the holder thereof, as by said certificate, a copy of which is hereunto annexed, marked Exhibit A., and prayed to be taken as parcel hereof, will more fully and at large appear. And as your orator shows and charges the fact so to be, that he is a creditor of said Bank of Mississippi to the amount of said certificate of deposit, to wit, the sum of four thousand seven hundred and eighty-six dollars and eighteen cents, and as such entitled to the benefits of said bill of Brown Brothers & Co. against said bank, &c.; wherefore, the premises considered, may it please your honor to permit your orator to file this his bill as creditor of said Bank of Mississippi, that, upon all due and proper proceedings had and taken, he be allowed to prove his claim as creditor thereof, and upon a distribution of the assets and effects of said bank he receive a valuable proportion or dividend of the same, and for such other further and general relief as in the premises may seem meet and becoming, &c.

S. C. COX,
In proper person.

The State of Mississippi.

This day S. C. Cox personally appeared before me, Robert Hughes, commissioner in chancery, and made oath in due form that the matters set forth in the foregoing bill, of his own knowledge, are true, and those of information, he believes to be true.

S. C. COX.

Sworn and subscribed to the 8th November, 1845.

ROBERT HUGHES,
Commissioner.

Exhibit A.

Bank of Mississippi.

$4,786 $\frac{15}{100}$. No. Princeton, 19 April, 1843.

John G. Cocks deposited in this bank the sum of four thousand seven hundred and eighty-six $\frac{15}{100}$ dollars, and payable to his order, indorsed on this certificate.

W. M. WILLOUGHBY,
Cashier.

Copy of original (indorsed), J. G. Cocks.

On Nov. 29th, 1845, the following Report of Receiver C. A. Lacoste was filed, to wit:

BROWN BROTHERS & Co., complainants,
v.
THE BANK OF MISSISSIPPI et al., defendants.

In Chancery. Mississippi.

To the honorable Stephen Cocke, Chancellor of Mississippi.

This semi-annual report of your receiver is necessarily very brief, from the fact that since the last term of your honorable court an information, in the nature of a "quo warranto," was lodged against the "Bank of Mississippi," its officers and agents, in the clerk's office of the honorable the Circuit Court of Washington County, in this State, and that under and by virtue thereof there was issued from the said clerk's office, on the 3d day of September, 1845, and subsequently served upon the undersigned, a writ of injunction, restraining all persons from the collection of any demands claimed by the said bank, under severe penalties; the effect of which proceedings was to retard for a time the progress of all suits then pending in the courts of this State, in the name of said bank, as plaintiff, whether instituted before or since the appointment of the undersigned as receiver in this case, and to deter those debtors who were disposed to liquidate their dues without suits from making

amicable settlements with the undersigned; at the last October term of the Circuit Court of Washington County the said injunction was, on motion, dissolved, and the causes of the bank pending were removed from the trial to Warren county, where no term of the Circuit Court has as yet been held since then. Appeal was taken to the High Court of Errors and Appeals by the parties opposed to the bank from said judgment of the Circuit Court of Washington County, and until that is disposed of it is not unlikely that delay might be experienced in the prosecution of the business of the said bank, in the hands of the undersigned, both in and out of court. The undersigned has, therefore, made no further collections on the claims of the Bank of Mississippi, in his possession, since the date of his report in the June term, 1845, of your honorable court; which report (having miscarried in its transmission from this place to Jackson, at that date), is herewith forwarded, all of which is respectfully submitted.

CHAS. A. LACOSTE,
Receiver.

NATCHEZ, November 29, 1845.

On the 2d day of December, 1845, the following report of McAllister and Suggett's answer was filed, to wit:

The joint answers of Augustus W. McAllister and David Suggett to the bill of complaint exhibited against them in the Superior Court of Chancery by Brown Brothers & Co.; these respondents, savings, &c., for answer to so much of said bill of complaints as they are advised it is material for them to answer unto, answering, say, they have no personal knowledge, information or belief of or concerning the several matters and things the said bill contained, except as hereinafter more fully explained; that they have understood the said bank was indebted to said complainants for a loan of money, about the sum mentioned in said bill; that a judgment had been accorded in the Circuit Court of Washington County, which they believe is truly stated in said complainant's amended bill; that respondents were elected directors of said bank in January, 1843, but never attended but one meeting of the board; which meeting was held on the 14th February, 1843. A copy of all the resolutions of the board of directors passed at first meeting is herewith filed, marked Exhibit No. 1, and made part of this answer. Respondents have no recollection of having voted for the resolutions authorizing the receipt of stock in liquidation of debts due said bank, or that which authorized the liquidation of stock certificates to the amount actually paid for; nor do they remember that such resolutions were adopted at that meeting, but they verily believe said resolutions were adopted in good faith, under a firm and well-founded belief that the assets of the bank were sufficient, when reduced to money, to pay all the debts, and referred to stockholders the amount

of their stock; and also that the notes given to secure the subscriptions for stock were void, and could not be collected; many of said notes were not well secured, and it was believed most beneficial for said bank to cancel the stock notes, and reduce the business of said bank to the transactions growing out of loans of money.

Respondents do not know the value of said stock at the time said resolutions were adopted, but believe the stock was in truth worth as much as the issues of said bank, and they feel confident the arrangements was for the best interest of creditors and stockholders. Respondents believe they voted for the resolution appointing a committee to compromise with Philip A. Cox, for the redemption of the land, which was mortgaged to said bank by Alfred Cox; they did so under a belief that it was for the interest of the bank to take property, at a fair value in payment of the debts, as they had every reason to believe, and do believe, the creditors of said bank would have preferred property to the issues of said bank, and that such property would constitute a fund for the payment of debts more valuable than any other they could obtain. Respondents do not know anything of the action of said committee; but they then had, and still have, a full confidence in the judgment, prudence, and integrity of the members of said committee, and do not believe they did or would make any compromise or arrangements from carelessness or corruption, which would amount to a waste of the assets of said bank. Respondents know the tract of land, and consider it was then, and is not worth twenty-five dollars per acre in specie, and think the tract contains eight or nine hundred acres, and at that time the issues of the bank were not worth more than twenty-five cents per dollar. The resolution authorizing the cashier to secure the issues of the bank in payment of debts was nothing more than the law prescribed, and respondents voted for it because they considered it just. As to the resolutions authorizing the transfer to Brown Brothers & Co., of the debts due the bank at 15 per cent. premium, it was adopted, because respondents, as well as the board, believed it would cost nearly that sum to collect and pay over that sum; moreover, the debt due Brown Brothers & Co., was by far the largest debt due by the bank, being three times as much as all the other debts, they were very urgent for some arrangement which would secure them; and the directors were equally anxious to give them every security under their control, and to all things in their power to pay the debts, and confidently believed such an arrangement would be beneficial to all the creditors. But the respondents have been informed, and believe, no action were had under said resolution, and therefore none of the assets were wasted. Respondents deny that said directors mismanaged the affairs of said bank for the benefit of debtors, or of the directors; they admit, the directors, or nearly all of them, were indebted to said bank, but they do not know *they* sums each director was indebted; but the books being under

the control of this honorable court, will show the true amount due by each. Respondent Suggett says, he owes said bank a balance of $3900, or thereabout, on a note which was originally about six thousand dollars, about $300 on another note; and he is with others security on a note for Daniel Bradford, for about eight thousand, as well as he now remembers, but the notes are in the hands of the receiver of this court, and more accurate details can be obtained from an inspection, if it is necessary. Respondent McAllister admits he is indebted to said bank as principal, about $2600, with interest; that he is security for W. P. and Aleck B. Montgomery, for about $5000, which he thinks has been liquidated; also for the administratrix of W. W. Blanton, about $6000, which he has understood was liquidated; and for Sam. R. Dunn, about $1000, which notes are in the hands of the receiver. Said respondents do not believe they are indebted or responsible to said bank for any other sums of money, and they are ready and willing to pay said debts in the issues of said bank, according to the laws of the land. Respondents have not at any time been present at the board of said bank at any other meeting, nor participated in any act of said directors since the 14th February, 1843; nor have they any personal knowledge of any *of any* acts of said board mentioned in complainant's bill of complaint; they do not know anything of the act of said board relating to the mortgage of said Chapman, nor the motives which induced the board to adopt it; they do not know of any act of mismanagement, fraud, or negligence, on the part of said directors, as charged in said bill; they do not know that the banking-house was sold when the directors had it in their power to prevent it; nor do they know anything of the exposure of the iron safe with the papers in it; but they do know that the ground on which said banking-house stood has been washed away by the river, and the said house was not worth, at that time, under all the circumstances, more than the expense of removal; but said bank had not the money to pay its debts, and with other good citizens, was obliged to submit to sacrifices at sheriff's sale, which was no doubt the case, said house was sold; they have never heard that anything was lost by the exposure of the iron safe. Respondents having fully answered, pray to be hence dismissed, with their reasonable costs, &c.

MONTGOMERY & BOYD,
Sols. for Deft.

The State of Mississippi, Adams county.

Personally appeared before the undersigned, David Suggett and Augustus W. McAllister; who, being duly sworn, say the matters and things stated in the foregoing answer as of their own knowledge

are true, and those stated on information of others they believe to be true.

DAVID SUGGETT,
A. W. McALLISTER.

Sworn to and subscribed before me, this 29th November, 1845.
J. A. VAN HAVEN,
J. R.

On the 2d December, 1845, the following Exhibit No. 1, of C. A. Lacoste, receiver, was filed, to wit:

Copy from Minutes of Board of Directors.

PRINCETON, 14 February, 1843.

The board of directors met. Present, F. G. Turnbull, John L. Chapman, John G. Cocks, David Suggett, Ambrose Knox, and A. W. McAllister; and it appearing from the certificates Kershaw and Philip A. Cocks that F. G. Turnbull, David Suggett, A. W. McAllister, John L. Chapman, John G. Cocks, Andrew Knox, Ambrose Knox, David F. Blackburn, William I. Penrice, A. B. Montgomery, and Robert P. Shelby were duly elected directors of the Bank of Mississippi for the year 1843, at an election held on the first Monday of January, 1843, pursuant to an order of a previous board. The board of directors having organized, and John G. Cocks being called to the chair, the board proceeded to elect a president by ballot, and it appearing that D. F. Blackburn, having the majority of votes, was duly elected president of said board of directors. D. F. Blackburn being absent, it is moved that F. G. Turnbull be appointed president pro tem.; which motion carried, and F. G. Turnbull took the chair and called the meeting to order for business.

Resolved, D. F. Blackburn, John L. Chapman, and Ambrose Knox be appointed a committee to arrange the debts of Alfred Cox, deceased, and John G. Cocks, by the redemption of the tract of land fronting on the Mississippi river belonging to said Alfred Cox at the time of his death, and since purchased under execution by the said John G. Cocks, and by him sold to Philip A. Cocks; the said committee to have full power and authority to arrange, compromise, compound, and redeem, in such manner and on such terms as they may deem best under the circumstances; to take and receive from the proper persons deeds of redemption, and to have full power in relation to the whole matter that the board of directors possess in full session.

Resolved, That the cashier be directed to receive in payment of any debts due the bank any of its debts, obligations, or liabilities now due and outstanding, or to become due, dollar for dollar, to receive the same in payment of any debts due or to become due, and to *rebate* interest at the rate of eight per cent. per annum on such

debts as are not due, and do not bear interest until due, when payment is tendered in such debts.

Resolved, That the cashier is hereby authorized and directed to transfer to Brown Brothers & Co., with the consent of the debtors, any of the bills receivable of the bank in payment and liquidation of the debt due by the bank to them, in lieu of cash. And he is further directed to allow the said firm of Brown Brothers & Co., for receiving the bills as aforesaid, a premium, not exceeding fifteen per cent. on the amount received.

Resolved, That the stockholders of this bank who have paid in only a part of their stock, and have not arranged their stock debt according to the order and resolution of the board made heretofore, be and they are hereby allowed stock and certificates of stock to the amount actually paid in; that they shall be held and considered only as stockholders to the amount actually paid in, and be allowed to vote and receive dividends only in and to that amount and proportion, and their notes which were given for the remainder of their stock upon their accepting the terms of their resolution, and hereby cancelled and directed to be cancelled and delivered up by the cashier.

Resolved, That the cashier be directed to strike a balance on the books of the bank, and report the profits due, taking into consideration all the notes and bills receivable, due or to become due, except the stock notes; that a dividend be declared to the amount of said profits.

Resolved, That each stockholder who has arranged his stock in pursuance to an order of a previous term of the board be allowed the amount of his dividend, to be credited on his stock note, and that he may pay off the remainder of stock note by transfers of certificates of stock, dollar for dollar.

(Signed) A. F. SMITH,
Cashier pro tem.

I certify the above and foregoing three pages to contain a true and correct copy of the proceedings of the board of directors of the Bank of Mississippi, held at Princeton, Mississippi, on the 14 February, 1843, as they are of record in the directors' journal of said bank, now in my hand, Natchez, November 29, 1845.

CHAS. A. LACOSTE,
Receiver in Chancery.

On the 30th January, 1846, the following answer of John G. Cocks was filed, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al. } In chancery.

The separate answer of John G. Cocks to the bill of complaint exhibited against himself and others by Brown Brothers & Co., in the Superior Court of Chancery of the State of Mississippi.

This defendant, having and reserving all and all manner of advantage of exceptions to the various imperfections and errors in said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer unto, answering, says, he admits the Bank of Mississippi was indebted to said complainants at the time of exhibiting said bill of complaint, but does not know the precise sum, but believes the judgment recorded against said bank, as stated in the supplemental bill exhibited by them, was the true amount lawfully due said complainants, although in equity and good faith conscience they were not entitled to near so much; admits that said debt was contracted for money loaned, and that said complainant were the largest creditors. He does not know the true amount of the other outstanding liabilities of said bank, but believes the whole amount did not exceed fifty thousand dollars. The debts of said bank, except that due to complainants, consisted principally of notes issued for circulation as money, negotiable certificates of deposit, and two or three judgments; and respondent is wholly unable to name any of the said creditors except the judgment creditors, Robert Cochran and Seth A. Cox, who has a suit pending on a certificate of deposit, or a judgment thereon.

Respondent denies that said bank had wholly ceased to use the franchises conferred by its charter, but asserts the truth to be that they keep up a regular organized board of directors, president, and cashier, and were at proper periods engaged in such exertions to collect in the debts due and pay the debts of said bank as in their judgment were best calculated to affect that object; he admits they did not make discounts, issue notes to circulate as money, nor do many other things which a bank in good credit and successful operation would find profit in doing, but the reasons for neglecting to exercise such portions of their corporate privileges were obvious to the public and the complainants, and such as all prudent and honest men must appear, they had no money to lend, and their notes were not worth 25 cents in the hundred. Respondent, however, denies that they suffered their banking privileges to fall into *disuetude*, or forfeited them by any act of misfeasance or non-feasance whatever, as far as he knows or has been informed or believes; admits that the bank was winding up its concerns with the intention of collecting in its assets and paying its debts, and distributing the remainder among the stockholders, but denies that it had ceased to exist for any other

purpose as a public institution, and insists that it then and still existed, possessed of the powers, privileges, franchises, and immunities granted by the original charter, and such amendments thereto as have been lawfully accepted in accordance with such original charter; admits that said bank had directors whose duties are prescribed by the charter, but does not regard them in the light of trustees for any persons in particular; but as this term trustee is of very extensive and illy-defined signification, without admitting or denying the obligation to that effect, he submits to this honorable court whether said directors are trustees for creditors or not; admits that Frederick G. Turnbull, David F. Blackburn, Ambrose Knox, John Chapman, David Suggett, Augustus McAllister, William J. Penrice, Andrew Knox, Robert P. Shelby, Alexander B. Montgomery, and respondent were directors of said bank at the time of exhibiting said bill of complaint, but their term of service long since expired, and Robert Fitz, Thomas Kershaw, Council R. Bass, Thomas Shelby, Thomas N. Tucker, McLin Evans, and others, whose names respondent does not now remember, have by the stockholders of said bank been regularly elected directors, and are now the proper board of directors of said bank, in the full discharge of all such duties and exercises of such powers as are within their control, and not inconsistent with the decree of this honorable court, and injunction therefore granted in this cause.

Respondent admits that the directors in office, at the time of exhibiting said bill of complaint, had all the assets of said bank under their control and in their possession, and that a large portion of the bills receivable of said bank were well and amply secured by mortgages and otherwise, as stated in said complainants' bill, but he denies that said directors refused to allow complainants access to the books of said bank, and states the truth to be that said directors, contrary to an express provision of the charter of said bank, did allow Mr. Robert Cochran, the authorized agent of the complainants, free access to all the books, and prevented him to take coupons memorandums from any and all of them; respondent admits that assets or bills receivable to the amount of one hundred and eighty thousand dollars or more, came to the hands of said directors, a great portion of which were secured by mortgages, but does not admit that the security was sufficient in all cases, or that said sum could ever be collected; and furthermore, a large portion, more than two-thirds of the sum secured by mortgages, was on long time, and not due. Respondent does not know, but believes, the assets of said bank would have been ultimately sufficient to pay all the debts of said bank, but by the terms of contracts with the debtors of said bank a sufficient sum could not have been realized until after the last instalments on the notes secured by mortgage had become due, because nearly all the debt which was not secured by mortgage was insolvent and worthless, but little of that secured by mortgage was

otherwise sufficiently secured to enable a forced collection, and the mortgages could not be foreclosed according to the agreement contained in them until the last became due; that said mortgages were taken in accordance with the amended charter, and not with a view to defraud or delay the complainant or other creditors, but from a belief that a greater portion or amount of the assets of said bank could be ultimately realized by granting liberal indulgence than by any other means within the control of said directors.

Respondent therefore insists that the effects of said bank were as judiciously, honestly, and carefully administered as under the circumstances could have been done, admits the directors named were indebted to the bank said at the time mentioned, but does not know the amount of each director's indebtedness, nor has he any specific knowledge of the indebtedness of any other persons to said bank, nor the means of acquiring such knowledge, because the books and papers of said bank are not in his control, but are now in the hands of a receiver appointed by this honorable court, and he refers to the same as containing, as far as he knows or believes, the true amount of debts due said bank; he does not know that said bank had any other assets of any description than the debts due it, and does not believe said bank had any other assets except the tract of land purchased by Philip Cox, as hereafter explained. Respondent positively denies that he was indebted to said bank at the time of filing said bill as principal debtor, but admits that he was surety on sundry notes for others, particularly Andrew Knox's notes, and the notes of other persons, as can be seen by reference to said notes now in the hands of the receiver, and under the control of this honorable court; according to the best of his recollection he is surety on eight notes of Andrew Knox, for about twenty-eight hundred dollars each, on one note of William S. Scott for about nine hundred dollars, and on one note of John L. Fisher for about two thousand dollars. Respondent denies that the directors of said bank have fraudulently and illegally exercised their powers or have mismanaged the assets of the bank, or wasted any portion thereof, or that they have made illegal and fraudulent compromises of the debts due from themselves, or others, by which they released good and ample security for no consideration or an inconsiderable consideration. Respondent denies that said directors have refused or neglected to take proper steps to collect the debts due said bank, or to preserve from dilapidation the property of said bank. Respondent admits that the property of said bank has in several instances been sacrificed by sale under executions, but denies that it was in the power to avoid it, and states the truth to be that they could not collect any debt due to said bank in any other funds than the issues of said bank, which for a long time period was not worth more than 25 cents on the dollar per hundred, and consequently they had no other means of paying debts than the property subject to execution, and in consequence of the pressing embarrassments of the county,

there was little or no demand for such property as was owned by said bank, and therefore their property when seized and sold by the sheriff and marshal was sacrificed. Respondent denies that said directors have administered the assets of said bank for the benefit of debtors or themselves, and avers that they were duly and expressly authorized by the charter to do all things which were done, and that all the transactions of the board, so far as respondent knows or believes, were entered into under a belief that it would be most advantageous to all persons any way interested in the affairs of the bank. Respondent admits that said directors did permit their banking-house, and an iron safe and other effects, to be sold under execution for less than they considered them worth, but they had no means of preventing it without committing a breach of the peace, and resisting forcibly a due process of the law; that the sale was made under lawful authority for the satisfaction of a just debt, and was lawfully considered, as far as this respondent knows or believes, and the property sold to the highest bidder at public outcry, and whatever sacrifice was made is properly attributed to the law of the country, and the condition of the country, over which said directors had no control, many of the directors and other good citizens of the same neighborhood about that time, were obliged to submit to enormous sacrifices of their property taken and sold in satisfaction of judgments against them, and it is some credit to that vicinity that they did not, as was the case in other parts of the State, resist the due execution of the laws. Respondent admits that the iron safe was permitted for a short time, perhaps six weeks, to remain exposed in the open air without other protection, but it was not from carelessness or negligence, but because the bank of the river had fallen in, so as to render it necessary to remove the banking-house, and the iron safe after the removal of the house was considered a safer place to have the valuable papers of the bank than any other which could be obtained in the neighborhood, and the result proved that the directors were correct, as nothing was injured while the iron safe was so exposed; admits that said safe was bought by said Philip A. Cox, who permitted said bank to use it as they had while they owned it; admits the cashier lived a mile from the place, and that no guard was employed to protect said safe, but insists none was necessary, as it was publicly and generally known that said safe contained nothing which would be of any value to a thief; it was not feared any one would attempt to break it and its contents. Respondent denies that at the time of filing said bill he was indebted to said bank on eight notes of eighteen hundred and eight dollars, payable as stated in said bill, and also denies that he was indebted as surety on eight notes of twenty-four hundred dollars each, as stated in said bill, or described and set forth in Exhibit (C.); and this respondent denies each and every obligation contained in said bill and the amended bill, concerning the said promissory note, and states the truth to be

that one Andrew Carson had recovered a judgment against Alfred Cox, for about the sum of $, which was the oldest lien on all the property of said Alfred Cox; an execution issued on said judgment in the lifetime of said Alfred Cox, but was not levied until at or after his death, when it was levied on a tract of land, containing between nine hundred and one thousand acres of land, on which there was a plantation, which was cultivated by said Alfred in his lifetime; the sale was regularly advertised, and respondent attended and bid for the same, and finally bought it at twenty-three hundred dollars.

Respondent denies that the sale or levy was at his instance, or with his knowledge, and states the truth to be that he did not know the intended sale until he saw it advertised by the sheriff, which was very soon after the death of said Alfred; that being surety for said Alfred for a large amount, and likely to be injured thereby, he at once determined to become the purchaser of the property levied on; and having investigated the matter sufficiently to be satisfied, he dictated his intention publicly and privately to bid for the property, until it went above its fair value. He denies that there was any understanding or agreement between him and Abram F. Smith concerning the purchase, but admits that Smith applied to him to agree to permit him (Smith) to purchase it for the benefit of Alfred Cox's estate or creditors; but respondent replied to such proposition, that he was largely indebted as surety for Alfred, and had no other sure means of saving anything but to buy Alfred's property, or unable to bring its full value, and he was resolved to buy the land under Carson's judgment, and he did not care who else bid for it, and that he would not agree to let any buy it. Smith did not agree before said sale to let this respondent have the money to pay for said land, but respondent had the money of his own in New Orleans, and made an arrangement with the sheriff to give him a bill of exchange on New Orleans for the amount of the judgment, in case he was the purchaser. After the sale, Smith came to respondent and informed him that he had the necessary sum of money in the sheriff's hands to pay said judgment, and that it would suit him much better to have it in New Orleans, and proposed to let respondent have the money, provided he would agree to bind himself to apply the sum to the same purposes to which he (Smith) was bound to apply it; that said money was a trust-fund, being the proceeds of certain property conveyed to Smith by Alfred Cox in trust, to apply the proceeds to certain debts therein named. Respondent did not consider said fund as the property of Alfred Cox, but the property of the creditors for whom Smith was trustee, and therefore agreed to receive the money, and gave Smith a written obligation to apply the sum to the purposes of the trust for which Smith held it. Immediately after respondent became the purchaser of said land, he entered into an agreement with Philip A. Cox, who was possessed of considerable

property and unembarrassed, and who was anxious to pay all the debts of Alfred Cox, if within his power to sell him (Philip Cox) the land on the terms that said Philip should make the best possible disposition of it, and apply the proceeds to the payment to such of the debts and liabilities of Alfred Cox as respondent was surety for; and this respondent should be counselled and allowed to assist in disposing of the same. The consideration in the deed was nominally twenty thousand dollars, but no other consideration was given or promised than that above-mentioned. Immediately subsequent to this, respondent represented to the board of directors that he had made this purchase, and that he had transferred the land to Philip Cox, who was anxious to dispose of it in payment of Alfred Cox's debts; that by law it was subject to redemption; that the attorney, Sterling Neibbitt, who had a lien by deed of trust on the best improved part of the land, to secure a debt of about sixteen thousand dollars, including interest, and which was the next oldest lien to the judgment under which it had been sold, and older than the mortgage of the bank; had offered to redeem, but had not made a tender of the money; that, in the opinion of respondent, the bank, by redeeming the land under existing circumstances, would acquire a clear unincumbered title, which could not be redeemed without full payment of its claim; that if they failed to make the arrangement, they would have no security but the slaves included in the mortgage and the personal responsibility of respondent, which might prove very inadequate; after a full consultation among the directors, in which board there was a full quorum without respondent, a resolution was offered and adopted on which respondent did not vote; a copy of the resolution is herewith filed, marked Exhibit No. 1, and made part of this answer. Respondent admits that he drew this rough draft of said resolution, but did so at the request of a number of the board; the committee so appointed undertook the duty assigned them, and estimating the land at about fifteen dollars per acre in specie, agreed to allow said Philip at that rate in the debts contemplated to be paid, by redeeming said debts to special standard, which at that time was four times as valuable as the notes of said bank in circulation. Making the estimates according to this rule, the price of the land was more than sufficient to pay the eight notes of your respondent, for eighteen hundred and eight dollars each, and the eight notes of Alfred Cox, of twenty-four hundred dollars each, all interest included, leaving a balance of seven thousand five hundred dollars in favor of said Philip Cox. Philip Cox gave said bank a deed for said land, which was accepted and approved by cashier of said bank, under the order of said committee; and said committee give to said Philip an order on the cashier of said bank to pay said Philip $7500 in the circulation of said bank, and also to credit the notes of Alfred Cox, and John G. Cox, and A. Knox, to the amount of forty-five thousand eight hundred and sixty-four dollars, and to

release the mortgages of said Alfred Cox and John G. Cox to the bank, which will be seen more fully by reference to a copy of said order, herewith filed, marked Exhibit No. 2. After the close of said transaction, the said committee made a full report to said board of their action on the subject, a copy of which is herewith filed, marked Exhibit No. 3, and made part of this answer, which fully explains the whole transaction. In accordance with the order of said committee, the cashier of said bank credited said notes with full payment, and the subsequent cashier delivered up the original mortgages and notes.

Respondent denies that said arrangement was obtained by his influence with the directors or the committee, and insists and avers it was entered into with a full belief on the part of a majority of said committee, that the land was well worth the sum paid therefor, and that the arrangement was for the best interest of the said bank; and to show unto your honor that said arrangement was beneficial to the bank, respondent would state, that the title acquired under said execution was unquestionably the best title to the land, and cut out an incumbrance of sixteen thousand dollars in favor of Nibbitt, which stood before the mortgage in favor of the bank; the land thus freed from incumbrances, and possession undisputed, was worth at least fifteen thousand dollars in specie, which was equal to sixty thousand dollars of the issues of the bank, and the whole amount paid in the issues or equivalent did not amount to $53,000. The bank remained the undisputed owner of the land for about nine months, during which time it could have been sold for as much as it had cost, but the directors were led to believe, from the language used by the agent of the plaintiffs, that they would take it in payment of part of their demands, in consequence of which it was not offered for sale, and the injunction of this court restrained them from selling afterward, and finally, it was levied on and sold by the sheriff for an inconsiderable sum for want of means to prevent it; and in consequence of said injunction, the title conveyed to the bank by Philip Cox has never been legally questioned; and respondent alleges that it was a clear, unquestionable title, and the land was well worth the sum paid for it by the bank. Respondent admits that the estate of Alfred Cox is insolvent, and that his personal responsibilities is not good security for the debt originally due by said Alfred, which was one strong inducement with the board of directors to make the arrangement; and respondent denies that said board by said arrangement sacrificed $25,000 of the assets and securities of the bank had been able to keep said land, the would have realized, but believes had the whole amount they paid for it. Respondent admits that John L. Chapman may have been indebted to said bank, as principal and surety, in the sum of thirty thousand dollars or thereabouts, but according to respondent's recollection and belief, the debt he owed as principal, which was secured by mortgage, was not

more than sixteen thousand dollars, including interest. Respondent admits said Chapman had executed a mortgage to secure the debt he owed as principal, which was on property sufficient to secure the debt beyond doubt, and that he afterwards sold the land to his cotenant, and obtained a release of the mortgage on the land to enable him to make a good title and get pay for the land, and left a remaining mortgage on thirty slaves, or thereabouts, but he denies that said slaves were of less value than the land; on the contrary, he avers said slaves were more valuable than the land, and were ample security for the amount of debt secured by said mortgage. Respondent admits that said Chapman set at the board as directed, and that his attendance was necessary to constitute a quorum. Said Chapman was a regular director, as far as respondent knows or believes; he was always received and treated as such by the other members of the board. Respondent would show that said Chapman represented to the board that the purchaser of his land owed him seven thousand dollars in specie for the purchase of the land, and refused to pay until the mortgage was satisfied; that he wanted the money to purchase the issues of the bank, then worth about 25 cents in the dollar, to pay the amount he owed the bank, and promised if they would release the mortgage, and take a mortgage on the slaves, he would buy up the issues of the bank, and pay off the amount of his mortgage debt. Respondent, as a member of the board, believed the arrangement beneficial for the bank, and consented to it, and believes every other member present entertained the same opinion; and respondent now avers that the property included in said cash mortgage is ample security for the debt, even rating it as specie. Respondent does not know whether said Chapman was a stockholder or not, but presumes he was. Respondent admits that *that* a resolution was adopted in 1843, authorizing the receipt of stock at par in payment of debts due said bank. At the time said resolution was adopted, a careful examination of the condition of the bank satisfied the board that there were available assets sufficient, when realized, to pay all the debts due by said bank, refund all the stock, and leave a balance of more than forty thousand dollars to divide, which very few of the stockholders had made payment for besides their stock, but nearly all had given notes and bills of exchange which were under protest, and the bank being in liquidation, it was deemed most advantageous to take up the stock in payment of the debts due the bank, and thereby reduce the expenses which must necessarily have been incurred in collecting so much money, merely to be again distributed among those who paid it. Respondent does not know what was the value of the stock at that time; he never heard of any sales, but he believes the stock was nearly as valuable as the issues of the bank. Respondent denies that the assets honestly administered would be insufficient to pay its liabilities, and avers that the assets on hand, when the injunction was served,

even more than sufficient to pay all the debts, if economically and faithfully administered; but he fears and believes that a violent, unaccommodating, coercive course, will cause the loss of many debts, which a conciliatory and indulgent course would have saved, and the expenses of unnecessary and unprofitable litigation will, furthermore, greatly diminish the available effects of the bank, all of which may render the assets insufficient to discharge the liabilities; denies that the course pursued by the directors was decreasing the ability of the bank to meet its engagements, and insists that every resolution was intended and calculated to increase the ultimate ability of the bank to pay its debts; denies that any of the acts of said directors were for their individual benefit, but believes every exertion had in view the interest of the creditors of the bank in every act of the board; denies that they refused to arrange complainant's claim, but admits they could not pay it. Respondent denies that allegation that said board of directors had neglected to take any steps to collect the debts due said bank, and states, that all reasonable exertions were made to procure payment or good security for the debts due said bank; notes and other securities, to the amount of near eighty thousand, were placed in the hands of attorneys for suit. This respondent is now unable to append to his answer a full transcript of the proceedings of the board while he was a director, because the books in which the record was kept is in the hands of the receiver of this court, and not subject to the control of respondent. Respondent having fully answered prays to be hence dismissed, with his costs, &c.

MONTGOMERY & BOYD,
Solicitors for Defendants.

The State of Mississippi, Adams County.

Personally appeared before the undersigned, commissioner in chancery for said county, John G. Cox, who being duly sworn, says the matters and things set forth in the foregoing answer as of his own knowledge are true, and those stated as on information of others, he believes to be true.

JOHN G. COCKS.

Sworn to and subscribed before me, this 19th November, 1845.
CHAS. A. LACOSTE,
Commissioner in Chancery.

Resolved, That D. F. Blackburn, John L. Chapman, and Ambrose Knox, be appointed a committee to arrange the debt of Alfred Cox, by redemption of the tract of land fronting on the Mississippi river, belonging at the time of his death to said Alfred Cox, and since purchased under execution by said John G. Cox, and by him sold to P. A. Cox; the said committee to be given full power and authority

to arrange, compound, compromise, and redeem, in such manner and such terms they may deem proper and best to be done under the circumstances, having the full power in relation to the whole matter that the board of directors possess in full session, to take from proper persons deeds of redemption to the bank.

The foregoing Exhibit No. 1, to J. G. Cox's answer, was filed January 30th, 1846.

On the 30th January, 1846, the following Exhibit No. 2, J. G. Cox's answer, was filed, to wit:

The cashier of the Bank of Mississippi, with an insurance of an order of the last board, appointing the undersigned a committee to compromise and redeem of Alfred Cox, sold under execution, and purchased by John G. Cocks, and by him conveyed to Philip A. Cox, to pay him the sum of seven thousand and five hundred dollars in the circulation of the bank, and also credit the notes of Alfred Cox and John G. Cocks, to the amount of forty-five thousand eight hundred and sixty-four dollars, to operate as a lien upon said land, and also to release the mortgages of the said John G. Cocks and Alfred Cox, made *made* to this bank. You are therefore hereby required to pay out, enter credits, and release, upon the mortgages, notes, &c., as aforesaid, and charge to the Bank of Mississippi the same.

D. F. BLACKBURN,
President.
JOHN L. CHAPMAN.
AMBROSE KNOX.

PRINCETON, February 18th, 1843.

On 30th January, 1846, the following Exhibit No. 3, of J. G. Cocks's answer, was filed, to wit:

We, the committee appointed at the last meeting of the board, held on 14th day of February, 1843, for the purpose of compromising and redeeming the tract of land belonging at the time of his death to Alfred Cox, and since purchased under execution by John G. Cox, and by him conveyed to Philip A. Cox, do report, that in pursuance of the order of the board, and by virtue of the power in them vested, have this day compromised with Philip A. Cocks, upon the following terms, to wit: We have agreed and ordered the cashier to pay to said Philip A. Cocks the sum of seven thousand five dollars in the circulation of the bank, in the place of some $2500 specie, the amount of purchase-money and interest; also the credit upon the notes of Alfred Cox and John G. Cocks and Andrew Knox, the amount of principal and interest, being the sum of $45,864, and to release the mortgages made to this bank by Alfred Cox and John G. Cocks, which said release being caused by the creditors, is retained

as lien upon said land, which, when paid, together with the purchase-money, is subject to redemption by any creditor of Alfred Cox, and not otherwise; the committee having done all these things, believe the debt to be secure, and the property amply sufficient to cover the whole amount; wherefore they ask to be discharged from further duty. Given under our hands and seals this 18th day of February, 1843.

Signed, D. F. BLACKBURN. [SEAL.]
J. L. CHAPMAN. [SEAL.]
AMBROSE KNOX. [SEAL.]

The State of Mississippi, Superior Court of Chancery,
December Term, A. D. 1845.

BROWN BROTHERS & Co.
v. } 2873.
THE BANK OF MISSISSIPPI.

Upon motion of John G. Cocks, it is ordered that he have leave to take the depositions of D. F. Blackburn and J. L. Chapman, to be read as evidence on his behalf, subject to all legal exceptions.

I, Robert Hughes, clerk of the Superior Court of Chancery of the State aforesaid, do hereby certify the above and foregoing is a true and correct copy of an order, as appears on the minutes of said court.

In testimony whereof I have hereto subscribed my name, and affixed the seal of said court, this 19th day of February, A. D. 1846.

ROBERT HUGHES,
Clerk.
By JAS. H. HUGHES,
D. C.

BROWN BROTHERS & Co.
v. }
THE BANK OF MISSISSIPPI et al.

To the plaintiffs or their solicitors:

Take notice, on Monday, the 16th day of March next, at the office of the clerk of the Circuit Court of Washington County, at Princeton, we will take the depositions of David F. Blackburn, John L. Chapman, Robert Willoughby, Abraham F. Smith, Thomas W. Endicott, Thomas J. Likens, and others, to be read as evidence on behalf of the defendants, to commence between 10 o'clock A.M. and 12 o'clock, M., and be adjourned from day to day until completed.

MONTGOMERY & BOYD,
February 20, 1846. Solicitors for Defendant Cox and others.

We hereby acknowledge service of the above notice.

GUION & DOWNS,
JACKSON, February 20, 1840. Solicitors for Complainants.

State of Mississippi, Washington County. In Superior Court of Chancery of the State of Mississippi.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

I, Willis L. Robards, commissioner of the Superior Court of Chancery of the State of Mississippi, to take depositions in the county of Washington, State aforesaid, pursuant to an order of said court in the above stated case, and the notice herewith returned and annexed, cause David F. Blackburn, *Ambram* F. Smith, William M. Willoughby, witnesses for the defendants, to come before me on the day and at the place specified in said notice; and proceeding herein by agreement of counsel were continued until Tuesday morning the 17th day of March, 1846, at which time, and at the place aforesaid, came William M. Willoughby, and have first duly sworn them the truth and whole truth to depose, they on their oath depose as follows, to wit:

First interrogatory by defendant. Are you acquainted with the parties to this suit?

Answer. I am.

2d. Were you or not cashier of the Bank of Mississippi? if yea, state when and how long.

Answer 2d. I was cashier of said bank about the 15th April, 1843, and remained so until the assets of the bank were delivered to Charles A. Lacoste, receiver, on the 26th June, 1846, or about that time.

3d inty. Examine the Exhibit marked A. and B., and say whether or not they are a true copy of the minutes of the board of directors of said bank.

Answer 3d. To the best of my recollection they are.

(To which last interrogatory the plaintiffs by attorney objected in the words following, to wit: "I object to the question because the reply of the witness can be nothing than an opinion, and that opinion must be founded upon his simple remembrance of a document which he may have read long since, and because it is putting the question to the witness in such a form that it elicits affirmation or negative answer;" which objection was overruled, and witness replied as above.)

4th interrogatory. What disposition was made of any of the joint notes of John G. Cocks, Alfred Cox, Andrew Knox, and of the notes of Alfred Cox, John G. Cox, and Andrew Knox, in favor of said bank at the time you were cashier?

Answer 4th. I delivered the notes mentioned in the last interrogatory by order of the committee, authorizing the same as contained in Exhibit B.

5th interrogatory. Was or was not a certificate of deposit for the sum of seven thousand five hundred dollars issued by A. F. Smith, as cashier of said bank, in favor of P. A. Cocks, presented to you for payment? if yea, what manner and what disposition was made of it, and when?

5th answer. There was such a certificate as mentioned in last interrogatory presented to me, which I received in payment of debts due said bank, to the amount of about twenty-eight hundred dollars, and issued a new certificate for the balance, amounting to about forty-five hundred dollars; it was presented about the month of April, 1843.

6th interrogatory. Did you or did you not know for what purpose the certificate mentioned was issued?

6th answer. I think it was issued by order of the committee, as contained in Exhibit B.

7th interrogatory. Do you know anything further beneficial to the defendants?

7th answer. I do not know that I do.

W. M. WILLOUGHBY.

W. L. ROBARDS,
Commissioner.

Cross-Interrogatories by Plaintiff's Counsel.

Interrogatory 1st. Were the notes referred to in the 4th interrogatory of defendants ever in your possession as cashier of said bank?

Answer 1st. I considered them in my possession.

Interrogatory 2d. Did you ever see those notes among the papers of the bank, and had you them with the other papers of the bank?

Answer 2d. I considered them in my possession, and that they were delivered as other notes.

Interrogatory 3d. Had you or not, at the time you say you delivered those notes, examined the minutes of the bank upon the subsequent subject of the transaction referred to in 4th interrogatory? And did you or not, know that the board of directors of said bank had not by subsequent resolution approved the action of the committee?

Answer 3d. There was no resolution subsequently on the minutes, approving the action of the committee.

W. M. WILLOUGHBY.

W. L. ROBARDS,
Com'r.

The next witness offered by defendants was D. F. Blackburn, when complainant's counsel required him to be sworn to answer questions, which being done, complainants put to him the following interrogatories:

Interrogatory 1st. Are you the same D. F. Blackburn who is defendant to this proceeding, and who has answered to the bill filed in the Chancery Court, against you and others?

Answer 1st. To which he answered that he was the same person.

Cross-Interrogatory by Defendant's Counsel.

Interrogatory 1st. Are you or are you not, personally interested in the event of this suit, so far as the interest of John G. Cocks is concerned?

Answer 1st. Not farther than other stockholders and directors of the bank are interested.

Interrogatory 2d. Do you or do you not, believe that any of the directors other than himself are interested in the event of this suit, so far as John G. Cocks is concerned?

Answer 2d. I do not.

Upon which examination the plaintiff's counsel objected to D. F. Blackburn being sworn as a witness.

Whereupon the defendant's counsel produced the following order of the Chancery Court, to wit:

The State of Mississippi, Superior Court of Chancery.
December Term, 1845.

BROWN BROTHERS & Co.
v. } 2873.
THE BANK OF MISSISSIPPI.

Upon motion of John G. Cocks, it is ordered that he have leave to take the deposition of D. F. Blackburn and J. L. Chapman, to be read as evidence in his behalf, subject to all legal exceptions.

I, Robert Hughes, clerk of the Superior Court of Chancery, of the State aforesaid, do hereby certify, the above and foregoing is a true and correct copy of an order, as appears on the minutes of said court.

In testimony whereof I have hereto subscribed my name and affixed the seal of said court, this 19th day of February, 1846.

ROBERT HUGHES,
Clerk.
By JAS. H. HUGHES,
Deputy Clerk.

And thereupon the complainants' objection was overruled.

Interrogatory 1st. Are you acquainted with the parties to this suit?

Answer 1st. I am acquainted with the plaintiffs as a firm, and the defendants John G. Cocks and others personally.

Interrogatory 2d. Who composed the directors of the Bank of Mississippi, if any, during the year 1843?

Answer 2d. There were directors, and the following persons acted in that capacity, to wit, myself, F. G. Turnbull, David Suggett, A. W. McAllister, John L. Chapman, John G. Cocks, Ambrose Knox, William J. Penrice, Robert P. Shelby, Andrew Knox, and B. Montgomery; the two last were duly elected, but may not have served.

Interrogatory 3d. Look upon the Exhibit "B" and say whether it is, or not, a true copy of the report and order agreed to by yourself, John L. Chapman, and Ambrose Knox, as a committee appointed by the directors of the Bank of Mississippi, as contained in Exhibit marked "A."

Answer 3d. I believe it is a true copy.

Interrogatory 4th. Did you or did you not, in conjunction with John L. Chapman, and Ambrose Knox, make the purchase of the tract of land referred to in Exhibit B. of Philip A. Cocks? If yea, what was the consideration?

Answer 4th. The said Exhibit marked B., sets out fully the transaction between the committee and P. A. Cocks, and wish said exhibit to be taken as a part of this of my answer to this interrogatory.

Interrogatory 5th. Did you or not, believe the land was worth fully the amount agreed to be paid for it at the time of the purchase?

Answer 5th. I did.

Interrogatory 6th. Has the title of P. A. Cocks to the land sold to Bank of Mississippi, as mentioned in Exhibit B. ever been questioned; and did the committee believe the title to be good?

Answer 6th. The committee at the time believed the title to be good, and referred the taking of the deed to their attorney, who took the deed accordingly. I have never heard the title questioned.

Interrogatory 7th. Did or not the cashier of said bank act in obedience to the order of the committee embraced in Exhibit B., and take from P. A. Cocks a deed to said bank for the land in question, and pay the consideration therein mentioned for the same?

Answer 7th. There were a part of the requisitions commanded by the committee's report to be performed by the cashier attended to, to what extent I do not recollect, but so far as to debar future action on the part of the board of directors in the opinion of the board.

Interrogatory 8th. Was or was not A. F. Smith anxiously consenting to the arrangement mentioned in Exhibit B., or in any manner combining with P. A. Cocks and John G. Cocks to make or carry into effect said arrangement?

Answer 8th. There could have been no collusion between Smith and Cocks in carrying into effect the arrangement between the com-

mittee and Cocks, as I know that Smith was averse to it, and used his exertion to defeat it.

Interrogatory 9th. What was the value of the issues of the bank about that time?

Answer 9th. From twenty-five to thirty cents on the dollar.

Continued until to-morrow morning 10 o'clock, and the parties not appearing, deferred until next day. This 19th March, A.D. 1846, came the parties by their counsel, and continued the examination of D. F. Blackburn as follows, to wit:

Interrogatory 10th. Was or was not the board of directors of said bank in any manner by the under influence of John G. Cock or P. A. Cocks, induced to make the arrangement or sale mentioned in Exhibit B.?

Answer 10th. I do not believe that John G. Cocks, P. A. Cocks, or any other person could have influenced the board to do any act, which they did not consider in accordance with the interest of the institution.

Interrogatory 11th. Are you acquainted with the handwriting of John L. Chapman and Ambrose Knox?

Answer 11th. I am.

Interrogatory 12th. Have or have you not examined their signatures to the original report of the committee; if yea, state whether they be their true signatures or not?

Answer 12th. I have, and believe them to be their signatures.

Interrogatory 13th. Did or not the directory in regular session ever by resolution, or in any other manner, reject the report of said committee as contained in Exhibit B.?

Answer 13th. There was no action taken upon it by resolution or in any other manner that I know of.

Cross-Interrogatories by Complainant's Counsel.

Cross-Interrogatory 1st. Were you at the board when the resolution was adopted organizing the committee upon the subject of J. G. Cocks' proposition?

Answer 1st. I was not.

Cross-Interrogatory 2d. What is the nature of the 12th article of the by-laws of the bank?

Answer 2d. That it shall be the duty of any director, who was interested in any question before the board, to withdraw while the same is under consideration, and until same is decided on.

Cross-Interrogatory 3d. Was or was not said report signed by you without any consultation with the other members of the committee?

Answer 3d. It was. I was sick at the time.

Cross-Interrogatory 4th. By whom was said report written, and presented to you?

Answer 4th. By John G. Cocks. It was in his handwriting.

Cross-Interrogatory 5th. Did any conversation take place between you and any other person or persons, after the adoption of the resolution organizing the committee, referred to upon the subject of said resolution, and Cocks' proposition, and before the report was signed by you; if yea, please name him or them?

Answer 5th. Yes, with John G. Cocks.

Cross-Interrogatory 6th. Did or did not P. A. Cocks ever say anything to you on the subject of the proposition in the resolution referred to?

Answer 6th. He did not. I was confined to my room at the time, as before stated, and saw no one until J. G. Cocks presented an order with a copy of the resolution of the board.

Direct Interrogatories by Defendant's Counsel rebutting.

Interrogatory 1st. Did or did not John G. Cocks make any false representations to you at the time of signing said report touching your appointment, or upon any matter concerning said transaction?

Answer 1st. He did not.

Interrogatory 2d. State what was the nature of the conversation.

Answer 2d. I don't recollect the conversation distinctly; it referred to the passage of the order by the board, on the appointment of the committee.

D. F. BLACKBURN.

W. L. ROBARDS,
Commissioner.

The next witness offered by the defendants, being A. F. Smith, deposed as follows, to wit:

Interrogatory 1st, by defendants. Are you acquainted with the parties to this suit?

Answer 1st. I am acquainted with the defendants, and also Robert Cochran, who, I understand, is the agent for the plaintiffs in conducting this suit.

Interrogatory 2d. Were you ever a cashier of the Bank of Mississippi, and about what time, if yea?

Answer 2d. I was cashier "pro tem." of the Bank of Mississippi in the winter of 1842 and 43, and continued so until 15th or 16th April, 1843.

Interrogatory 3d. Was there a sale made during the time you were cashier, by P. A. Cocks, to the Bank of Mississippi? if yea, state what was the nature and character of said sale, and what was done by you as cashier?

Answer 3d. During the time, I think in February, 1843, at the meeting of the board, there was a resolution passed, appointing D. F. Blackburn, John L. Chapman and Ambrose Knox a committee to arrange the debts due by Alfred Cox and John G. Cocks to the

Bank of Mississippi, by redeeming or purchasing a tract of land owned by Alfred Cox, in his lifetime, upon which he had given a mortgage to the Bank of Mississippi; which land had been subsequently sold under an execution on a judgment against Alfred Cox, older than the mortgage to the bank; which land was purchased, under the execution, by John G. Cocks, and by him sold to P. A. Cocks. The committee had authority, by said order, to arrange, compromise, compound and redeem in such manner, and on such terms as they might deem best, under the circumstances, and to take and receive from the proper persons deeds of redemption, which will more fully appear by Exhibit marked "A.," and made a part of this deposition; it being, I believe, a copy of the resolution entered in my handwriting, as cashier of the bank, at the time. Some short time after the said order was entered there was presented to me, as cashier of the bank pro tem., the report of said committee, and an order of the committee to the cashier, and directing him to pay the sum of seven thousand five hundred dollars, in the circulation of the bank, and to credit the notes of Alfred Cox and John G. Cocks to the amount of forty-five thousand six hundred and eighty-four dollars, to release the mortgages of the said John G. Cocks and Alfred Cox, which will more fully appear by the report of the committee, and their order to the cashier, which was by me spread upon the records of the board; a copy of which, marked B, is here made a part of this deposition. In pursuance of said order, I entered the proper credits on the note, cancelled the same, except one of Alfred Cox's, which was not all paid, and gave John G. Cocks a receipt against one of his notes, which was filed in suit. I then received a deed from P. A. Cocks, to the Bank of Mississippi, for the tract of land sold by him to the bank, in pursuance to the order of the committee aforesaid, and gave a certificate of deposit for the sum of seven thousand five hundred dollars, and delivered said deed to the clerk for record.

Interrogatory 4th. State whether or not you ever issued any other certificate of deposit than the one referred to in your answer to last interrogatory?

Answer 4th. I never issued any but the certificate of deposit referred to in my answer for the sum of seven thousand five hundred dollars, during the time I acted as cashier, to the best of my recollection and belief, and I think was issued to P. A. Cocks.

Interrogatory 5th. Why did you issue the certificate of deposit referred to?

Answer. The order of committee was to pay the seven thousand five hundred dollars in circulation, and there was not a sufficiency on hand to pay the whole amount, which was the reason why I issued the certificate for it.

Interrogatory 6th. Was the title of P. A. Cocks to said land ever questioned?

Answer 6th. It had never been questioned, that I know, up to the time of the sale nor since, by any person that I know of, except myself, which opposition I have withdrawn, and the plaintiffs in this suit, I believe, are now contesting the title.

Interrogatory 7th. How is possession now held?

Answer 7th. The title to the land is in P. A. Cocks, he having purchased the same under an execution *vs.* the Bank of Mississippi, and I am residing on the land, holding possession under him.

Interrogatory 8th. What was the value of the circulation of the bank at the time of the sale by P. A. Cocks to the bank? and what was the value of the land at that time?

Answer 8th. The circulation was worth about 30 cents on the dollar, as near as I can now recollect, and the land was worth about twenty or twenty-five dollars an acre, and there was about eight hundred acres in the tract.

Interrogatory 9th. What was done with the mortgages of John G. Cocks and Alfred Cox to the Bank of Mississippi, after said arrangement mentioned in Exhibit B. had been consummated.

Answer 9th. I left them in the bank, and they were there when I resigned as cashier.

Interrogatory 10th. Were the same cancelled or not after said arrangement; if nay, why were they not?

Answer 10th. After the notes were cancelled by me, John G. Cocks applied to me as cashier to enter a release on the record of the mortgage. I told him I did not think it was necessary at the time, and that a cancelment of the notes in law amounted to a release of the mortgage; with which he appeared to be satisfied, and did not apply to me afterwards.

A. F. SMITH.

W. L. ROBARDS,
Commissioner.

Cross-interrogatories by Complainants' Counsel.

Cross-interrogatory 1st. At the meeting of the board, when the resolution was adopted appointing the committee to which you have referred, who was present and voted on said resolution?

Answer 1st. I believe F. G. Turnbull, John L. Chapman, John G. Cocks, David Suggett, Ambrose Knox, and A. W. McAllister were present, as appears from the minutes of the board in Exhibit A., heretofore referred to. I do not know how many voted of the board on the resolution from my present recollection, but I believe there was no opposition to it.

Cross-interrogatory 2d. Who introduced the resolution before the board?

Answer 2d. I believe the resolution was offered by John G. Cocks.

Cross-interrogatory 3d. When the report of the committee came

into your possession as cashier, did or did you not enter it on the minutes of the board without the sanction or direction of the board?

Answer 3d. When the report and order of the committee were handed to me, there was no board in session, and I spread the whole upon the minutes of the board as a part of my official duty, without any direction or authority of the board, and to protect me in complying with said order.

Cross-interrogatory 4th. By whom was said report handed to you?

Answer 4th. By John G. Cocks, I believe.

Cross-interrogatory 5th. Was or was not the money which John G. Cocks purchased said tract of land under execution in March, 1842, furnished to said John G. Cocks by you out of the funds in your hands as trustee of Alfred Cox?

Answer 5th. After said land was struck off to John G. Cocks by the sheriff, he being the highest bidder, they came to my office, and I gave them a draft for the money belonging to the estate of Cox in my hands, on New Orleans, I believe, and took a receipt for the same from said Cocks, specifying that the said money was to be appropriated as I as trustee was bound to do, and with it John G. Cocks paid for the land, as appears by a copy of said receipt here filed, marked Exhibit C., as a part of this deposition.

Cross-interrogatory 6th. Was or was it not agreed between you and John G. Cocks, that at said sale he should become the purchaser of said land, and dispose of it, to dispose of it to the best possible advantages, and appropriate it, or the proceeds of said sale, to the payment of the just debts of Alfred Cox?

Answer 6th. I was, he reserving to himself the privilege of paying the debts on which he was security first.

A. F. SMITH.

W. L. ROBARDS,
Commissioner.

Direct Interrogatories rebutting by Defendants' Counsel.

Interrogatory 1st. Was the cashier in the habit of making any note on the minutes of the board of the members withdrawing when a vote was taken on any resolution in which he was interested?

Answer 1st. Not as I know of.

A. F. SMITH.

W. L. ROBARDS,
Commissioner.

William M. Willoughby examined by Plaintiffs' Counsel, this 20th March, A.D. 1846.

Interrogatory 1st. Fron the 10th to the 20th of February, A.D. 1843, what was the amount of the issue of the Bank of Mississippi in circulation?

Answer 1st. I was not cashier at that time, but suppose, from examination of the books when I came in possession of them, there was about fifty-six thousand dollars in circulation.

Interrogatory 2d. What was the amount of debts due the bank at that time?

Answer 2d. I suppose about four hundred thousand dollars, including stock notes.

Interrogatory 3d. What proportion of that amount were stock notes?

Answer 3d. I suppose about one hundred thousand dollars.

Interrogatory 4th. What proportion of the debts due the bank at that time considered good?

Answer 4th. I considered a large portion of them as good.

W. M. WILLOUGHBY.

Cross-interrogatory 1st. What was the market value of the circulation of the bank up to the 14th or 15th of February, 1843?

Answer 1st. It was worth about thirty or thirty-five cents on the dollar in January and February, 1843, and in December, 1842, worth about thirty-five or forty.

Cross-interrogatory 2d. What was the amount of the liabilities of the bank in addition to the circulation above referred to?

Answer 2d. About one hundred and twenty-five thousand or thirty thousand dollars.

Cross-interrogatory 3d. How much of the assets of the bank were *due* about February, 1843?

Answer 3d. About one hundred and twenty-five thousand dollars.

Direct Interrogatory by Complainant's Counsel. Rebutting.

Interrogatory 1st. Were the bonds issued to Brown Brothers & Co., to which you have referred, issued before the year 1842?

Answer 1st. They were.

W. M. WILLOUGHBY.

W. L. ROBARDS,
Commissioner.

Cross-Interrogatory, rebutting by Defendant's Counsel.

Cross-interrogatory 1st. What was the lowest amount of said bonds as issued by said bank to Brown Brothers & Co.; were they receivable in payment of debts due said bank, and who were the holders of the same, and were they ever offered for sale?

Answer 1st. I don't know *there there* was any amount less than one thousand pounds, and believe that they would have been received in payment of debts due the bank. I don't know that they were offered for sale, or who held them.

W. M. WILLOUGHBY.

Abraham F. Smith was again introduced by defendant's counsel, and objected to by complainants' counsel. Objection overruled.

Interrogatory 1st. Were the bonds above mentioned held by Brown Brothers & Co. against the Bank of Mississippi ever offered for sale? If yea, state by whom and for what amount.

Answer 1st. Shortly after *after* the sale stated in the former part of my deposition. Robert Cochran, as agent for Brown Brothers & Co., proposed a compromise both with the bank and the debtors of the bank, by which he agreed to arrange the bonds aforesaid at less than their nominal value, but what amount I do not know.

Cross-interrogatory by Complainants' Counsel.

Do you know of any person having purchased of said Cochran, or negotiated with him for said bond or any of them?

Answer. I do not.

A. F. SMITH.

W. L. ROBARDS,
Commissioner.

I, Willis L. Robards, commissioner in chancery for the county of aforesaid, hereby certify that the foregoing thirty pages, including this, contains the depositions of William M. Willoughby, David F. Blackburn, and Abraham F. Smith; that each interrogatory, cross-interrogatory, and the answers thereto, were taken down in my own handwrite, and signed by the witnesses respectively, after having been duly sworn according to law in my presence and in the presence of James M. Downs, attorney for the plaintiffs, and Seth C. Cox, attorney for defendant, who were present during the whole examination, and propounded the interrogatories and cross-interrogatories, all of which was done in pursuance of the order of the Superior Court of Chancery of said State, and the notice hereto attached.

Given under my hand and seal this 20th day of March, 1846.

W. L. ROBARDS, [SEAL.]
Commissioner in Chancery.

Exhibit A. (*Copy.*)

PRINCETON, 14th of February, 1843.

The board of directors met. Present, F. G. Turnbull, John L. Chapman, John G. Cox, David Suggett, Ambrose Knox, and A. W. McAllister; and it appearing from the certificate of Thomas Kershaw and Philip A. Cox, that F. G. Turnbull, David Suggett, A. W. McAllister, John L. Chapman, John G. Cox, Andrew Knox, Ambrose Knox, David F. Blackburn, William J. Penrice, A. B. Montgomery, and Robert P. Shelby were duly elected directors of

the Bank of Msssissippi, for the year 1843, at an election held on the 1st Monday of January, 1843, pursuant to an order of a previous board.

The board of directors having been organized, and John G. Cox being called to the chair, the board proceeded to elect a president by ballot, and it appearing that D. F. Blackburn having the majority of votes was duly elected president of said board of directors.

D. F. Blackburn being absent, it is moved that F. G. Turnbull, being appointed president pro tem., which motion carried, and F. G. Turnbull took the chair, and called the meeting to order for business.

Resolved, D. F. Blackburn, John L. Chapman and Ambrose Knox be appointed a committee to arrange the debts of Alfred Cox, deceased, and John G. Cox, by the redemption of the tract of land fronting on the Mississippi river, belonging to the said Alfred Cox at the time of his death, and since purchased under execution by the said John G. Cox, and by him sold to the said Philip A. Cox, the said committee to have full power and authority to arrange, compromise, compound and redeem in such manner, and on such terms as they may deem best under the circumstances, to take and receive from the proper persons deeds of redemption, to have full power in relation to the whole matter, that the board of directors possess in full session.

Resolved, That the cashier be directed to receive in payment of any debts due the bank any of its debts, obligations, or liabilities, now due and outstanding, or to become due, dollar for dollar, to receive the same in payments for any debts due or to become due, and to rebate interest at the rate of eight per cent. per annum, or such debts as are not due, and do not bear interest until due, when payment is tendered in such debts.

Resolved, That the cashier is hereby authorized and directed to transfer to Brown Brothers & Co., with the consent of the debtors and of the bills receivable of the bank in payment and liquidation of the debt due by the bank to them in lieu of cash. And he is further directed to allow the said firm of Brown Brothers & Co., for receiving the bills as aforesaid, a premium not exceeding fifteen per cent. on the amount receivable.

Resolved, That the stockholders of this bank who have paid in only a part of their stock, and have not arranged their stock debt according to the order and resolution of the board, made heretofore, be and are hereby only allowed stock and certificates of stock to the amount actually paid in; that they shall be held and considered only as stockholders to the amount actually paid in, and be allowed to vote and receive dividends only in and to that amount and proportion; and their votes which were given for the remainder of their stock upon their accepting the terms of this resolution, are hereby cancelled, and directed to be cancelled and delivered up by the cashier.

Resolved, That the cashier be directed to strike a balance on the books of the bank, and report the profits due, taking into consideration all the notes and bills receivable due or to become due, except the stock notes; that a dividend be declared *be declared* to the amount of said profits.

Resolved, That each stockholder who has arranged his stock, in pursuance to an order of a previous board, be allowed the amount of his dividend, to be credited on his stock note, and that he may pay off the remainder of stock note by transfer of certificates of stock, dollar for dollar.

Signed, A. F. SMITH,
Cashier pro tem.

NATCHEZ, February 24th, 1846.

I hereby certify that the foregoing three pages contain a true and correct copy of the proceedings of the board of directors of the Bank of Mississippi, and signed by A. F. Smith, as recorded in the directors' journal of the said board, now in my possession.

CHARLES A. LACOSTE,
Receiver of the Bank of Mississippi.

I, Willis L. Robards, commissioner in chancery, hereby certify that the within exhibit, marked A., as referred to in the depositions in which this is inclosed, this 20th of March, 1846.

W. L. ROBARDS,
Commissioner.

Exhibit B. (Copy.)

We, the committee appointed at the last meeting held by the board, on the 14th day of February, 1843, for the purpose of compromising and redeeming the tract of land belonging, at the time of his death, to Alfred Cox, deceased, and since purchased under execution by John G. Cox, do report that, in pursuance of the order of the board, and by virtue of the power in them vested, have this day compromised with Philip A. Cocks upon the following terms, to wit: We have agreed and ordered the cashier to pay to the said Philip A. Cocks the sum of seven thousand and five dollars in the circulation of the bank, in the place of some $2500 specie, the amount of purchase-money and interest. Also to credit upon the notes of Alfred Cox, John G. Cocks, and Andrew Knox, the amount of the principal and interest, being the sum of $45,864, and to release the mortgages made to this bank by Alfred Cox and John G. Cocks, which said release being caused by the creditors, is retained as a lien upon the said land, which, when paid, together with the purchase-money, is subject to redemption by any creditor of Alfred Cox, and not otherwise. The committee having done all these things believe the debt to be secure, and the property amply sufficient to cover the whole

amount. Wherefore they ask to be discharged from further duty. Given under our hands and seals this 18th day of February, 1843.

Signed, D. F. BLACKBURN, [SEAL.]
President.
J. L. CHAPMAN, [SEAL.]
AMBROSE KNOX, [SEAL.]

The foregoing is a true copy from a copy in the handwriting of A. F. Smith, found in the directors' journal of the Bank of Mississippi, now in my possession.

CHARLES A. LACOSTE,
Receiver of the Bank of Mississippi.

NATCHEZ, February 24th, 1846.

Exhibit C. (Copy.)

The cashier of the Bank of Mississippi will, in pursuance of an order of the last board, appointing *the last board, appointing* the undersigned a committee to compromise and redeem the land of Alfred Cox, sold under execution, and purchased by John G. Cocks, and by him conveyed to Philip A. Cox, to pay him the sum of seven thousand and five hundred dollars in the circulation of the bank, and also to credit the notes of Alfred Cox and John G. Cocks to the amount of forty-five thousand eight hundred and sixty-four dollars, to operate as a lien upon said land, and also to release the mortgages of the said John G. Cocks and Alfred Cox made to this bank. You are therefore hereby required to pay out, enter credits, and release upon the mortgages, notes, &c., as aforesaid, and charge to the Bank of Mississippi the same.

Signed, D. F. BLACKBURN,
President.
JOHN L. CHAPMAN,
AMBROSE KNOX.

PRINCETON, February 18, 1843.

The foregoing is a true copy from a copy in the handwriting of A. F. Smith, found in the directors' journal of the Bank of Mississippi, now in my possession.

CH. A. LACOSTE,
Receiver in Chancery of the Bank of Mississippi.

NATCHEZ, February 24, 1846.

I, Willis L. Robards, commissioner in chancery, hereby certify that the within is the exhibit marked "B.," referred to in the depositions in which this is inclosed, this 20th March, 1846.

W. L. ROBARDS,
Commissioner.

March 29th, 1842.

Received from A. F. Smith, two thousand three hundred and nine dollars of the funds in his hands as trustee of A. Cox, deceased, which I hereby bind myself to appropriate to the payment of such debts as he as trustee is bound to appropriate the same; as witness my hand the day and date above written.

JOHN G. COCKS.

I, Willis L. Robards, commissioner in chancery, hereby certify that the within marked "Exhibit C.," as referred to in the deposition of A. F. Smith, in which this is inclosed, this 20th of March, 1846.

W. L. ROBARDS,
Commissioner.

Order.

And on the 30th day of January, 1846, the following *the following* order was entered on the minutes of this court, in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

Upon motion of John G. Cocks, it is ordered that he have leave to take the depositions of D. F. Blackburn and J. L. Chapman, to be read as evidence on his behalf, subject *subject* to all legal exceptions.

(*F.*)

And on the 19th day of February, A. D. 1840, the following order was entered on the minutes of this court, in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

Upon motion of complainant by counsel, it is ordered that the report of the commissioner appointed to compute the amount of principal and interest on the matters in the bill set forth, be in all things confirmed.

Petition, filed November 23d, 1846.

In the Superior Court or Chancery Court, Mississippi.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

To his Honor, Stephen Cocke, chancellor, &c.:

The undersigned, receiver, appointed by a decree of this honorable

court in the above stated cause, respectfully asks the allowance by the court of the annexed account, amounting to five thousand dollars, which embraces solely the item of his compensation for services, and clerk hire, indispensably necessary to him in the discharge of his duties. This is the first application made by the undersigned for such compensation since he has held the said office of receiver: the reason why he has not before this preferred his claim, is, that he was willing to await collections before preferring it. His report to your honor, including the one made to this term, shows that he is now progressing steadily towards a successful settlement of the affairs of the said institution, and that the amount claimed for his own services in this annexed account is about 5 per cent. on the sum total of receipts made by him from all sources since he first entered upon the duties of his office, which your honor will certainly admit is quite reasonable, when the trouble and responsibilities are considered; the remainder is for clerk hire, which he was compelled to procure to keep such complex books and papers as those belonging to a banking institution of the magnitude of the one in question, in proper order and condition.

Respectfully submitted,

CH. A. LACOSTE,
Receiver.

We have examined the foregoing petition for compensation, and think it reasonable and just, and, in behalf of those we represent, consent to its allowance.

MONTGOMERY & BOYD.

June 16, 1846.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } In Chancery.

Compensation of C. A. Lacoste, receiver, appointed in above case, June 12th, 1844, for his services to June, 1846, 2 years, @ $2000 per annum, . . .	$4000 00
Do., services of Thomas W. Clay, clerk, employed by said receiver in keeping books, papers, and accounts, and attending generally to the business of the said bank, as necessary auxiliary to the said receiver, 2 years, @ $500 per annum, ...	1000 00
Total, . .	$5000 00

To the Clerk of the Superior Court of Chancery:

The recommendation and consent of counsel being had in the above case for the same, let an order be made allowing Charles A. Lacoste, receiver, five thousand dollars of the funds in his hands as

receiver, for his services, and clerk hire for *as* receiver, from the 12th day of June, 1844, to the 12th day of June, 1846. Ordered, 14th day of January, 1847.

STEPHEN COCKE,
Chancellor.

Petition of Complainants. Filed June 23d, 1846.

Superior Court of Chancery of Mississippi.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et als.

To the Honorable Stephen Cocke, Chancellor, &c. &c.

Robert Cochran, agent of the complainants in this cause, begs leave to state to your honor, that he has been under the necessity of advancing the sum of sixty-three hundred and eight dollars and fifty-one cents, as appears by the accompanying account to C. A. Lacoste, receiver, appointed in this case to enable him to carry on the current business of his office, the particulars of which will appear by reference to said account, there being no funds among the assets of said bank available for the purpose, and with a view to avoid the *sale* of the bank notes in the hands of the said receiver.

Your petitioner, in behalf of his principals, the said complainants, therefore respectfully prays, that your honor allow the amount of the said account, with the addition of thirty per centum thereon (the current rate of discount on the circulation of the said bank, below the standard of specie, the items of said account having been all paid in the latter) as a claim against the said bank, so that he may avail himself of any opportunity that may offer to dispose of the same to the debtors of the bank, and thus reimburse himself. And as in duty bound, your petitioner will ever pray, &c. &c.

ROB. COCHRAN.

The Bank of Mississippi,
To Charles A. Lacoste, Receiver.

1844.			
June 30,	To paid my expenses to Princeton, to take possession of the assets of the bank, .	$28 30	
"	paid J. B. Long, for rent of iron chest, containing books and papers of the bank, and expenses of removing the latter, . .		51 50
"	paid to a messenger sent after Turnbull, president of the		

	bank, to confer with him in relation to the surrender, ...	$6 50
July 1,	paid for a table for the office,	1 25
" 15,	paid for tin box to keep papers in, ...	3 25
" 24,	paid for copy of W. G. Holmes' mortgage, . .	3 00
" 24,	paid for do. of Andrew Knox,	1 75
Sep. 26,	paid for expense of my trip to Princeton and Columbia, Arks., on business of the bank, ...	23 25
"	paid for an index to credit book, ...	50
"	paid for making proof of five claims against bankrupt and debtors of the bank and filing in court, . .	6 82
"	paid for a copy of decree of chancellor, appointing me receiver, ...	2 00
"	paid for printing 200 circulars to debtors of the bank,	12 00
Nov. 1,	paid for 4 months' rent of office, due to-day, . .	40 00
" 15,	paid for a desk for use of office, ...	7 00
1845.		
Jan. 1,	paid for 2 months' rent of office, ...	20 00
Mar. 10,	paid my expenses in journey to Vicksburg and Jackson, on bank business, . .	25 25
"	paid for copies of court papers, ...	10 00
Apr. 11,	paid fee for recording And. Knox's mortgage in Plaquemine, La., . .	3 00
" 23,	paid my expenses in a trip to Princeton and Columbia, on bank business, .	31 19
	To amount I deposited with E. A. Many, Esq., attorney at law, at Columbia, Arks., employed, . . .	
	Amount carried forward,	$276 56

	Amount brought forward,	$276 56	
1845.			
	To sue on the claims of the bank, to be deposited in court as a security for payment of costs in the various suits, ...	100 00	
April 25,	To paid for 2 copies of decree of chancellor, appointing me receiver, needed in other States, . . .	2 50	
June 1,	paid for 5 months' rent of office, ...	50 00	
" 11,	paid A. W. Samuel, witness for the bank in its suit in Adams Circuit Court *vs.* McCullough et al., Samuel being from Washington county, . . .	39 40	
July 21,	To interest on above disbursements, ...	14 33	
			482 39
"	sundry postages to date, .	2 33	
" 26,	paid periage to Vidalia, on bank business, . .	50	
Sep. 2,	paid for copies of the acts of legislature, needed in suit in Louisiana, . . .	9 37	
Oct. 18,	paid my expenses to Washington Circuit Court, .	23 88	
Nov. 24,	paid costs of suit *v.* Preston et al., in Adams' declaration amended, . .	5 25	
Dec. 24,	paid M. Endicott, clerk Circuit Court Washington County, costs in sundry cases of Bank of Mississippi, old and new, . .	182 43	
1846.			
Jan. 17,	paid expenses of trip to Jackson, to attend Chancery Court, on bank business,	30 00	
"	paid for 6 months' rent of office, due 1st December, 1845, at $100 per annum,	50 00	
Feb. 17,	paid for small ledger and journal, for use of office,	6 00	

Feb. 23,	paid for a blank book for use of office, . . .	$1 75	
Mch. 27,	paid my expenses to Princeton, to attend court, .	23 85	
"	paid R. A. Johnson, attorney, for professional services to bank, ...	10 00	
" 30,	paid ferriage to Vidalia, on bank business, . .	50	
Apl. 10,	paid ferriage to Vidalia, on bank business, . .	50	
May 6,	paid W. L. Robards, clerk Circuit Court Washington County, sundry costs, .	33 75	
June 1,	paid 6 mos. rent of office, due this day, at $100 per anm.,	50 00	
		$430 11	$482 79
	Amount brought forward,	430 11	482 79
1846.			
June 1,	To paid allowance for fire, lights, stationery and attendance about office, two years, at $50 per annum,	100 00	
"	paid Guion & Downs for professional services, 28 Oct., 1845, $1000 00; 21 Feb., 1846, 1250 00; 23 Apl., 1846, 500 00; 13 May, 1846, 1250 00	4000 00	
" 3,	paid Stacey & Sparrow, attorneys at law, for services in case T. J. Likens *v.* The bank in Madison Parish, La., ...	175 00	
"	paid postages to date, .	2 85	
" 6,	paid John Shannon, the attorney for the bank in same case, appointed by court, ½ fee per compromise with plaintiffs, . .	25 00	
Feb. 16,	paid W. L. Robards, clerk of court, for papers, . .	29 00	
" 28,	paid expenses of Wm. W. Cochran, agent, to Princeton, to settle with Penrice estate, ...	46 00	

May 1,	paid postages, &c., per Brown, Shipley & Co., . .	$8 85	
June 16,	paid E. A. Meany, attorney at law, Columbia, Arkansas, for professional services, ...	1000 00	5816 81
			$6299 60
	By proceeds of $200, circulation of bank, sold to meet expenses for, ...		120 59
			$6179 01

Received payment of the within and foregoing balance of account from Robert Cochran, Esq., agent of Messrs. Brown Brothers & Co., at the following dates, viz.:

1845.			
Aug. 14,	This amount received from him,	$362 20	
Dec. 24,	do. do.	182 43	
Oct. 28,	do. do.	1000 00	
1846.			
Feb. 21,	do. do.	1250 00	
Apl. 23,	do. do.	500 00	
May 13,	do. do.	1250 00	
Feb. 16,	do. do.	29 00	
Feb. 28,	do. do.	46 00	
	Carried forward,	$4619 63	
	Amount brought forward,	4619 63	6179 01
1846.			
May 1,	This amount received from him,	8 85	
June 16,	do. do.	550 53	
" 16,	do. do.	1000 00	
			$6179 01

CHARLES A. LACOSTE,
Receiver for the Bank of Mississippi.

E. E., Natchez, June 16, 1846.

Charles Lacoste, Esquire, as Receiver of the Bank of Mississippi, at Princeton, to Brown Brothers & Co.

1846.		
June 16,	To amount of account as annexed, marked A.,	$6179 01
"	Interest, ...	129 50
		$6308 51

Receiver's Report, filed June 23, 1846.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al. } In Chancery.

To the Honorable S. Cocke, Chancellor.

The undersigned, receiver in this case, begs to report the following collections made by him since the date of his last report, viz.:

1846. Jan.	13,	From S. R. Dunn, in part, . .	$852	82
" "	23,	" W. E. Hall, in full, . .	178	70
" Mch.	12,	" Frs. Penrice's estate, in full, .	9,376	04
" do.	20,	" David Montgomery do. .	1,454	53
" do.	"	" Bucknor, Wilson & Co., . .	52	25
" do.	23,	" F. G. Turnbull, in part, . .	12,101	88
" do.	"	" Chas. Turnbull, do. . .	233	50
1846. March	23.	From Geo. W. Ward, in full, .	4,835	87
" April	10.	From A. W. McAllister, in part, .	3,677	31
" May	13.	From W. P. Montgomery, in full, .	1,616	17
		(Exclusive of stock debts of said parties.)		
1846. June	16.	From J. S. Fisher's estate, part, .	1,500	00
		Total collected, ...	$35,879	07

Your receiver anticipated making very considerable collections during the ensuing fall and winter. An appeal taken from the judgment of the Circuit Court of Washington County, restraining the State from prosecuting the two warrants proceeding against the said bank has somewhat impeded the progress of collection. This obstacle, it is confidently expected, will be removed in a few months, and forever.

Respectfully submitted,
CHARLES A. LACOSTE,
Receiver.

June 17, 1846.

And on the 9th day of January, A.D. 1847, the following order was *mentioned* on the minutes of this court, in this court, in this cause, to wit:

(*G.*)

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. }

The recommunication and consent of counsel being had in the above cause for the same, it is ordered that the sum of five thousand

dollars be allowed to Charles A. Lacoste, the receiver herein, for his services as such receiver, and for clerk hire, from the 12th day of June, 1844, to the 12th day of June, 1846; which sum the said receiver may take and receive out of any money in his hands as such receiver.

And on the 4th day of February, A.D. 1847, the following order was entered on the minutes of this court:

(*H.*)

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

Ordered by consent of parties, that complainants have leave to amend the prayer of their amended bill, by interlining the same so as to make Abraham F. Smith, trustee of Alfred Cox, a defendant herein.

Receiver's Report, filed June 22d, 1847.

In the Superior Court of Chancery of Mississippi, June Term, 1847.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

The undersigned, receiver in this cause, begs leave to report that since June term, 1845, he has collected and settled, of the debts due to said bank, and taken possession of by him as an officer of this honorable court, the following, to wit:

From T. H. Buckner, his own and D. Montgomery, .	$6,582 38
" Charles Turnbull, ...	233 50
" W. E. Hall, ...	150 16
" S. R. Dunn, ...	876 94
" F. Penrice, est., ...	9,376 04
" F. G. Turnbull, ...	12,101 88
" G. W. Ware, ...	4,835 87
" A. W. McAllister, ...	3,677 31
" W. P. Montgomery, ...	1,616 17
" Penrice & Likens, ...	453 45
" W. A. Drumgoole, est., ...	7,311 47
" J. L. Fisher, ...	1,500 00
" W. G. Holmes, ...	1,932 16
" Daniel Bradford, ...	2,948 33
" J. D. Harding, ...	132 19
" W. Cloman, ...	850 00

From W. C. Loften, ...	3,194 37
" J. Turnbull, est., ...	13,801 20
" W. H. Johnson, ...	15,111 08
" Ambrose Knox, ...	14,533 80
" S. R. Dunn, bal., ...	725 93
Total, ...	$101,944 23
Of this there was embraced in my report, June, 1846,	$35,879 07
The difference, ...	$66,065 16

Say sixty-six thousand sixty-five $\frac{16}{100}$ dollars (66,065 16); being the amount of my collections and settlements during the past year, all in the liabilities of the said State Bank of Mississippi. In these settlements there has been arranged $57,502\frac{05}{100}$ of the complainants' judgment claim against said bank, as per their acknowledgments in my possession.

From this and my previous reports, it is shown that there has been a constant and very satisfactory progress made by this receiver towards that liquidation of the affairs of said bank which was the object of his appointment, notwithstanding that his efforts have been materially embarrassed by the two warrants proceedings in behalf of the State against said bank, which are still pending.

The undersigned respectfully prays for the allowance of his annual compensation of $2500 (twenty-five hundred dollars), for his own services and clerk-hire from June 1846 to June 1847, which your honor has heretofore been pleased to establish, and as in duty bound will ever pray, &c.

CH. A. LACOSTE,
Receiver.

NATCHEZ, June 5th, 1847.

Subpœna, issued September 17th, 1847.

Superior Court of Chancery of the State of Mississippi, to wit:

State of Mississippi, to Philip A. Cox and Abraham F. Smith greeting:

For certain causes offered before us in our Superior Court of Chancery, of the State of Mississippi, we command and strictly enjoin you, that, laying all other matters aside, and notwithstanding any excuse, you personally appear at the Superior Court of Chancery, to be holden at the court-room in the city of Jackson, on the first Monday in December next ensuing, to answer to an amended bill of complaint, exhibited against you and others, by Brown Brothers and Co., complainants in our said court; and further to do and receive what our said court shall have considered of in this

behalf. And this you shall in nowise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereon, and have then and there this writ.

Witness the Honorable Stephen Cocke, chancellor of the State of Mississippi, at the city of Jackson, on the first [L. S.] Monday in June, in the year of our Lord one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy-first.

Issued the 17th day of September, 1847, to the sheriff of Washington county, to execute and return.

ROBERT HUGHES,
Clerk.

Received, September 27th, 1847, and executed upon P. A. Cocks the same day, and also upon A. F. Smith.

THOMAS SHELBY,
Sheriff, W. C.

Sheriff Shelby's fees:

Execution on two dfts., ...	$3 00
Costs in office, ...	25
	$3 25

And on the 16th day of December, A.D. 1847, the following *the following* order was entered on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

It appearing that subpœna has been duly executed upon the defendants, Philip A. Cocks and Abraham F. Smith, and that have failed to plead, answer, or demur to the bill of complaint herein, therefore, it is ordered that the several allegations thereof be taken for confessed by them, and set for hearing ex parte. And upon motion of complainants by counsel, it is ordered that they have leave to take the depositions of the several defendants to this cause, to be read in behalf of said complainants at the hearing, subject to all just exceptions.

The separate answer of Philip A. Cox to the bill of complaint exhibited against himself and others by Brown Brothers & Co. in the Superior Court of Chancery of the State of Mississippi.

Answer of P. A. Cox, filed January 25th, 1848.

This respondent, saving, &c., says, he knows nothing of the

several matters stated and set forth in complainants' original bill, and is advised that he is not required to answer the same.

As to the amendment of the bill of complaint, respondent says that he admits that the said tract of land, which was mortgaged by said Alfred Cox to the said Bank of Mississippi, was also subsequently conveyed in trust to said Abraham F. Smith, in trust for the benefit of certain creditors and sureties, as respondent has been informed and believes, but denies that he has any knowledge or information, or belief as to the application of said John G. Cox to said Smith, to obtain control of said property, on the contrary, he believes that said John G. Cox did not desire control of the same, subject to any of the trust under which Smith held it, and denies that said Smith did surrender said property to said John G. Cocks, subject to any such trust, or on any other trust and conditions whatever.

Respondent has no personal knowledge of the judgment of Andrew Carson against Alfred Cox, nor of the execution and sale thereon, but from information; believes it to be true that said judgment did exist unrevived and unsatisfied, until the execution was levied on said tract of land, and a sale thereof made, at which sale, said John G. Cox purchased the same; respondent being absent from the State at the time knew nothing of it until some time after that period, but, from like information, he denies the charge of fraudulent collision between said John G. Cox and Smith.

Respondent does not know, nor has he any information as to the source from which said John G. Cox procured the money to pay for said land, but subsequently to said purchase, he heard said Smith say to said John G. Cox, that he, Cox, owed him $2300, which was not denied, from which circumstance, from rumors of the neighborhood, respondent supposed that said Smith had let said John have the money to make said purchase; but he does not know, nor has he any information or belief as to the ownership of the funds so lent, nor of the terms or conditions of said loan.

Respondent denies that the deed from the said John G. Cox, to him made in February, 1843, was pretended or not bona fide, or that it was fraudulent, or without real considerations, or that he then or now knew or knows that said land was purchased with the money of said Alfred Cox, furnished by Smith, or that the transaction was intended by John G. Cocks to avoid the liens held by said lands.

Respondent denies that he contrived and confederated with said John G. Cox and the directors of said bank to defraud the creditors of said bank, or that the compromise with said bank was fraudulent or illegal, but admits that he did compromise and settle with said bank on fair and honest terms, by conveying said land to said bank, as appears by his deed; and received in consideration therefor the notes of Alfred Cox and John G. Cox, and Ambrose Knox, amounting to

the sum of $45,864, secured in part by a mortgage on said lands, and the sum of $7500 in the shape of a certificate of deposit; he avers that said compromise was entered into in good faith, and was a fair and honest transaction, and said land was well worth the sum allowed therefor by said bank at that time, and in the funds of said bank.

Respondent admits, that on information, that Exhibit "C." and "D." filed with the original bill, are true copies from the books and papers of said bank, but denies that they fully explain the whole transaction; on the contrary, he believes said transaction is fully explained in the answer of his co-defendant, John G. Cox, to which he begs leave to refer and adopt as his own in that particular.

Respondent admits that said certificate of deposit was given up, and a new one given, but not for the same sum, but that the amount of a note of Alfred Cox for about $1200, which was not included in the former arrangement, being deducted, a certificate issued for the balance. He also admits that *that* the notes of said Alfred Cox, John G. Cocks, and Ambrose Knox, and the mortgage of said Alfred Cox, were given up and cancelled, but denies that any part of said transaction was fraudulent or illegal, or a waste of the assets of said bank.

Respondent denies that he remains in possession of said land by virtue of any title or right existing prior to said sale to said bank, or any permission of said bank. On the contrary, said land was levied on subsequently to the sale to said bank, to satisfy a judgment against the bank, and was regularly sold by the marshal in virtue thereof, and purchased by *by* respondent with his own funds, without any consent, agreement, or communication with said bank whatever. And respondent holds the same in virtue of such purchase.

For answers to the special interrogatories, witness states that he has fully answered the first herein. To the second he answers, that if said Smith did advance the money to said John G. Cox to pay for said land, it is very probable, and respondent believes it was the money of the trust in his hand, and belonged those whose debts were secured by said deed of trust, and did not belong to the estate of said Alfred.

To the third he says, he has no knowledge, information, or belief on the subject, except that John G. Cox and Smith during the existence of any such agreement.

To the 4th he answers, that he did not know, nor had he any reason to suspect or believe, at the time he made said purchase, that the purchase-money paid by the said John G. Cox to the sheriff was advanced by Smith at all.

To the fifth he says, he was not acquainted with such facts, if any such facts existed, which he does not believe.

To the sixth he answers, that the consideration of the sale from John G. Cox to him was the agreement by the respondent

to pay and satisfy such of the debts of Alfred Cox or said John G. Cox, was bound for as surety, as he said John G. Cox might direct, to the amount of seventeen thousand dollars in specie. And respondent paid the same, as he conceives, by the sale of said land, to the Bank of Mississippi, by and with the consent of said John G. Cox. But in addition thereto, and in part performance of this contract, respondent undertook to pay a debt due to the Agricultural Bank, which was done immediately after said sale, and amounted to about $12,000 or $13,000, and at the same time undertook to pay a debt to the Planters' Bank, amounting to as much more, but in his agreement with said bank, he stipulated for the benefit of a certain mortgage made to them jointly by said Alfred Cox, which mortgage was to be foreclosed, and upon the sale of the property, respondent was to buy all of the mortgage property which included said tract of land, and pay the whole amount due to said bank. Respondent having fully answered, prays to be hence dismissed with his reasonable costs, &c.

MONTGOMERY & BOYD,
Solicitors for Defendant.

The State of Mississippi, Hinds County.

Personally appeared before the undersigned, Commissioner in Chancery, Philip A. Cox, who being duly sworn says, that the matters and things stated and set forth in the foregoing answer, so far as the same are stated as of his own knowledge, are true, and so far as the same are stated are on information, he believes they are true.

PHILIP A. COX.

Sworn to and subscribed before me this 24th day of January, 1848.
L. V. DIXON,
Commissioner in Chancery.

Commissioner's fee 50 cents, and paid by the respondent.

Memorandum for several copies of Settlements.

That the property and assets of said bank, which came into the hands of the said directors and trustees, consisted of the banking-house of said bank, worth, with the iron safe and other furniture appertaining thereto, together with bills receivable, and other evidences of debt, stock notes, &c., a large amount of money, to wit, the sum of dollars, or thereabouts, a large portion of which bills receivable and other evidences of debt, when they came into the possession of said directors, were well and amply secured by mortgages upon real estate and negro slaves. The actual amount of such assets belonging to said bank, which came into the hands of said directors, your orators are unable to state with precision, inasmuch

as they had been refused access to the books and papers of said bank in the hands of said directors, or any information at which they could arrive at a positive and particular result, but they have examined the records of the Probate Court of Washington County, at Princeton, Mississippi, where said bank is located, and state that debts to the amount of ($180,000) one hundred and eighty thousand dollars, or thereabouts, owing to said bank, and constituting a part of its assets, came into the hands of the said directors, which were for the most part well secured by mortgage, an abstract of which debts, by whom owing, and how secured, taken from said records, is herewith filed, marked Exhibit C., and prayed to be taken as part of this bill.

Your orators further state, that other and large sums of money are due to said bank, not enumerated in said abstract, and which cannot be here particularly designated, but which from a part of the assets of said bank, held by the said directors for the benefit of its creditors and others interested, all of which will be more fully shown at the hearing of this cause.

Wanted the real amount of debts secured by mortgage as represented in Exhibit C., but really does not represent the amount exactly.

Messrs. Guion & Baird desire, in the case of Brown Brothers & Co. *v.* The Bank of Mississippi et al., No. 2783, an examination of F. G. Turnbull on the following interrogatories:

Interrogatories, filed Feb'y 2d, 1848.

1. Who introduced before the board of directors of said bank the resolutions for the release of the mortgage or mortgages of Alfred Cox, deceased?

2. What statements or representations did he make to the board about the subject-matters of the said resolutions?

3. Were D. F. Blackburn, Jno. L. Chapman and Ambrose Knox appointed a committee upon the subject?

4. Why did they refuse to hand in the board a report they had made and signed on the subject?

5. Did the board of directors then refuse or not to act upon that report?

6. Did you or not sign the minutes of the board passed at the meeting at which you presided as president pro tem. (the 14th February, 1843), if not do you now recollect why you did not?

They desire Ambrose Knox examined on the first five interrogatories above, to be propounded to F. G. Turnbull, and then proceed:

6th. Under what circumstances, and by what means did John G. Cox procure your signature as one of the committee to said report?

7. Who in fact drew up the report of the committee?

8. Did or did not John G. Cox control any execution or execu-

tions against the bank at that time; if so, did he inform the committee of that fact, or the directory, and about how much was the amount of the execution or executions?

8. What relation is John G. Cox, Seth C. Cox, and P. A. Cox, and A. F. Smith, and Myra Smith to each other, and what relation did they sustain to Alfred Cox, deceased, in his lifetime. (We want Mr. Turnbull asked this question also.)

We desire William M. Willoughby examined as follows:

1. Were you cashier of said Bank of Mississippi on the 15th of April, 1843, and did you so continue until Mr. Lancaster took possession of its assets?

2. While you were acting as cashier of said bank was there a certificate of deposit for $7500 presented to John G. Cox, dated and made some time the month of March or February previous; if so, how did you settle it with him?

3. Did you pay any portion of it by cancelling or crediting debts of the holder due to the bank; if so, can you state the amount you issued a new certificate for, after deducting such credit or cancellation?

4. Did you issue any certificates of deposit after you became cashier, or in the month of February or March to John G. Cox on any other account than the surrender of the certificate of $7500 before alluded to; if so, state on what account it was issued, and its amount?

They desire Abraham F. Smith examined as follows:

1. Are you the individual named in a deed of trust by Alfred Cox, about the 17th day of April, 1840, as trustee, and as such filed an answer to the suit of the Agricultural and Planters' Bank of Mississippi against Abraham F. Smith et al.?

2. If your answers to the first interrogatories be in the affirmative, state whether John G. Cox applied to you in the manner, under the circumstances, and upon the representations in that answer set forth to have the property mentioned in the deed and conveyed to you, delivered to him?

3. Restate as near you can the language of that answer, if you cannot report its language, state in substance the facts of your delivery of the property to said Cocks, and the requests and representations upon which you delivered.

4. State all you know *all you know* in addition to the issuance of a certificate of deposit, about $7500, while you were cashier of said bank? to who whom you delivered; who afterwards presented it to your successor, how he arranged or settled, who now holds any certificate issued on account of its surrender to him (your successor)?

Cross-interrogatories.

1st. Do you or not know whether the directors of said bank combined with said Cox in the transaction spoken of in your evidence

for the purpose of diminishing the assets of the bank, or to place that amount of the funds of the bank out of the reach of the creditors; if so, state fully the agreement of the parties, and the whole object they had in view?

2d. Do you or do you not know the tract of land which was conveyed to the said bank to P. A. Cocks or John G. Cox; if yea, state its value in specie, at the time of said transaction, per acre, and also the value of the whole tract.

3d. What was the value of the notes and issues of said bank, at that time, in specie?

4. Had or had not said bank any, and what amount of notes in circulation about that time, state as near as you can recollect the amount?

5. How long did said bank retain said land after this conveyance to it, and how did the same get into other hands, and has the title which was conveyed to the bank been contested, and by whom, or is it still held under title derived from said bank?

We agree that the depositions of the above-named witnesses may be taken on the foregoing interrogatories, subject to all legal objections to the competence of the testimony; all technicalities waived.

MONTGOMERY & BOYD,
Solicitors for John G. and P. A. Cox,
A. B. Montgomery, and A. W. McAllister.

GUION & BAIRD,
For Complainants.

January 31st, 1848.

"*N.*" *Filed March* 16, 1848.

The following is a list of the bills receivable, or promissory notes, the property of the Bank of Mississippi (Princeton), alleged to have been given up by W. M. Willoughby, cashier of said bank, under a resolution of the board of directors of said bank, passed 14 February, 1843. No entries of the transaction resulting in their delivery are to be found in the books of said bank.

Date of delivery. 1843.	Principal Drawer.	Sureties.	Date of Note.	Maturity.	Amount.	Interest.	How Secured.
19 Apr.	John G. Cocks, . .	Alfred Cocks, And. Knox, . . .	26 Dec. '39,	26 Dec. '49,	$4,000 00,	8 p. c.	Stock in bank
"	do.	do. do.	26 " "	2 to 8 yrs. date,		from	pledged.
				7 notes $1708,	12,656 00,	date,	Mortgage.
18 "	Charles Turnbull, .	Jno. Turnbull, And. Turnbull, . .	27 " "	30 Dec. '49,	1,000 00,	do.	$1,000 stk.
"	Andrew Turnbull, .	do. Fred. G. Turnbull, .	24 " "	27 " "	10,000 00,		10,000 do.
"	do.	do. do.	24 " "	3 to 8 yrs. date,			
				6 notes $827,	4,962 00,	do.	Mortgage.
"	John Turnbull, . .	And. Turnbull, do.	24 " "	27 Dec. '49,	15,000 00,	do.	$15,000 stk.
17 "	A. B. Montgomery,	Wm. Hunt, D. F. Blackburn, . .	7 Jan. '40,	10 Jan. '50,	2,500 00,	do.	2,500 do.
"	William Hunt, . .	A. B. Montgomery, do.	7 " "	10 " "	5,000 00,	do.	5,000 do.
18 "	Thomas Kershaw, .	F. G. Turnbull, J. L. Chapman, .	26 Dec. '39,	29 Dec. '49,	2,000 00,	do.	2,000 do.
17 "	Harriett B. Blanton,	do. A. W. McAllister,	27 Jan. '40,	30 Jan. '50,	6,600 00,	do.	6,600 do.
"	W. P. Montgomery,	A. B. Montgomery, do.	10 " "	13 " "	2,500 00,	do.	2,500 do.
"	A. W. McAllister, .	do. W. P. Montgomery,	10 " "	13 " "	1,000 00,	do.	1,000 do.
18 "	do.	do. do.	10 " "	13 " '44,	554 00,		
"	do.	do. do.	10 " "	13 " '45,	418 74,	do.	Mortgage.
16 "	W. S. Scott, . . .	P. A. Cocks, A. F. Smith, . . .	2 Mar. "	5 March, '50,	900 00,	do.	$ stock.
19 "	Alfred Cox, . . .	Jno. G. Cocks, And. Knox, . . .	1 Jan. "	2 to 8 yrs. date,			
				7 notes $2400,	16,800 00,	do.	Mortgage.
18 "	D. F. Blackburn, .	Wm. Hunt, Jno. G. Cocks, . . .	4 " "	7 Jan. '50,	500 00,	do.	$500 stock.
"	do.	do. do.	4 " "	7 Jan. '42,	639 00,		

"	do.	do.	do.	4	"	"	7 Jan. '43,	528	91,	do. Mortgage.
"	do.	do.	do.	4	"	"	4 to 8 yrs. date, 5 notes $639,	3,195	00,	
"	Jno. A. Miller, . .	F. P. Plant, A. W. Dunbar, . .		24 Dec. '39,			27 Dec. '49,	2,400	00,	do. $2,400 stk.
16 "	S. Murchison, . .	Barlow & Taylor, Murchison & Doyal,		18 Apr. '37,			21 Oct. '37,	523	56,	for maturity.
"	E. Montgomery, .	Jno. Jennison, ...		18 Jan.	"		22 March, '37,	406	09,	do.
"	V. W. McMurtry, .	S. Castleman, A. T. McMurtry, .		31 May,	"		30 Dec. '37,	2,123	76,	do.
"	A. L. Wilson, . .	N. Barlow, T. N. Falconer, . . .		18 Apr.	"		21 Sept. '37,	2,103	75,	do.
"	W. S. Scott, . . .	(part of note for $1,000), . . .						90	10,	
"	Murchison & Doyal,	Barlow & Taylor, S. Lillard, . .		21 Apr. '38,			24 April, '39,	1,088	14,	for maturity.
							Total,	$99,489	05,	besides interest.

Recapitulation.

Notes delivered up, secured by pledge of stock, . . .	$53,400	00		
do. do. do. mortgage, ...	39,753	00		
do. do. do. personal security, alone, . .	6,335	40		
			$99,489	05, besides interest.

N. B.—The above list is collected from the loose or rough statements made by W. M. Willoughby, cashier, of the transactions resulting in his "giving up" said bills receivable or promissory notes, there having been no entries made of the same in the books of the bank. There appears a deficit of bills receivable, &c., to the full amount of the foregoing list, $99,489 05, the books calling for that much more than the receiver obtained from Willoughby, cashier, as his reports to the Chancery Court will show.

CH. A. LACOSTE,
Receiver.

(List on next page.)

From the loose or rough statements made by W. M. Willoughby, cashier, referred to on the foregoing page, it appears that he received the following transfers of bank stock, papers, &c., as an equivalent for the bills receivable, or promissory notes of the bank given up by him, as per list annexed:

1st. Transfer to the Bank of Mississippi of Capital Stock held in said Bank.

Date of transfer. 1843.	By whom stock held.	Held No. of shares.	Amount actually paid in.	Am't. for which said trans. rec'd.	Transfer signed by	Remarks.
April 15.	Murchison & Doyal, .	25	$2,500	$1,900	Seth C. Cox.	Full paid.
"	A. T. McMurtry, .	50	3,000	2,500	do	
"	Eli Montgomery, .	20	800	800	do	
"	A. L. Wilson, . .	50	3,000	2,300	do	Not full paid.
"	A. L. Bingamon, .	50	2,000	2,000	do	
"	Stanton, Buckner & Co.	50	2,000	2,000	do	
"	William S. Scott, .	20	2,000	2,000	do	
17.	John G. Cocks, . .	10	1,000	1,000	J. G. Cocks.	
"	P. G. Cocks, . .	10	1,000	1,000	do guardian.	This stock had been previously pledged by the holders to the bank to secure the payment of notes at ten years' date, given to pay up said stock; said notes are to be found in the foregoing list N., not previously pledged.
"	P. A. Cocks, . .	10	1,000	1,000	P. A. Cocks.	
"	Andrew Turnbull, .	100	10,000	10,000	Andrew Turnbull.	
"	William Hunt, . .	50	5,000	5,000	D. F. Blackburn, att'y.	
"	W. P. Montgomery, .	25	2,500	2,500	do	
"	A. B. Montgomery, .	25	2,500	2,500	do	
"	H. B. Blanton, .	66	6,600	6,600	do	
15.	A. W. McAllister, .	10	1,000	1,000	do	
17.	D. F. Blackburn, .	5	500	500	D. F. Blackburn.	
"	Charles Turnbull, .	10	1,000	1,000	Charles Turnbull.	

April 18.	Thomas Kershaw,	20	2,000	2,000	Thomas Kershaw.	
17.	W. W. Blanton,	34	3,400	3,400	D. F. Blackburn.	
18.	John A. Miller,	24	2,400	2,400	John A. Miller.	Miller previously pledged, as above stated.
"	John Turnbull,	150	15,000	15,000	A. F. Smith, att'y.	

Total amount received in stock, $68,400 at par, *i. e.*, $100 per share, or 684 shares.

Recapitulation of Stock transferred as above.

Of stock not full paid,	96	shares.
Of stock full paid, but previously pledged,	535	do
Of stock do not previously pledged,	53	do
Total,	684	do

2d. A credit was allowed to John G. Cocks by said Willoughby, cashier, in the course of said transactions for the "Committee's Report," a true copy of which will be found on the reverse of this sheet, attorney, .	$45,864 00	
Also for a certificate of deposit growing out of the said Committee's Report, dated 22d February, 1843, signed by A. F. Smith, cashier pro tem., payable to Philip A. Cox's, or order, .	7,500 00	
		$53,364 00
Of which certificate of deposit, no entry has ever been made in the books of the bank.		
Andrew Turnbull paid Willoughby, cashier, in the currency of the bank, the solitary cash item of . .		2,317 72
Add the value given to the stock above,		68,400 00
Total, . . .		$124,081 72
Less balance thrown in favor of J. G. Cocks, per Willoughby's statement, and for which a new certificate of deposit was issued, no entry of which was made in the books, . .		4,786 18
Final aggregate, .		$119,295 54

Received as an equivalent to the bills receivable, &c., per list on the other page, marked N.

CHARLES A. LACOSTE,
Receiver.

A true copy of the committee's report referred to within.

The cashier of the Bank of Mississippi will, in pursuance of an order of the last board, appointing the undersigned a committee to compromise and redeem the land of Alfred Cox, sold under execution, and purchased by John G. Cox, and by him conveyed to Philip A. Cox, having agreed with the said Philip A. Cox to pay him the sum of seven thousand and five hundred dollars in the circulation of the bank, and also to credit the notes of Alfred Cox and John G. Cocks to the amount of forty-five thousand eight hundred and sixty-four dollars, to operate as a lien upon said land, and also to release the mortgages of the said John G. Cocks and Alfred Cox made to this bank, you are therefore hereby required to pay out, enter credits,

and release upon the mortgages, notes, &c., as aforesaid, and charge to the Bank of Mississippi the same.

(Signed) D. F. BLACKBURN,
President.
J. L. CHAPMAN,
AMBROSE KNOX.

PRINCETON, February 18th, 1843.

The foregoing is a true copy from the original in my possession.
CHARLES A. LACOSTE,
Receiver in Chancery, &c, of the effects, &c., of the Bank of Mississippi.

NATCHEZ, 11th of March, 1848.

Copy of Deed of Trust, filed March 16th, 1848.

This indenture, made and entered into, this 27th of April, 1840, between Alfred Cox, of the city of Vicksburg, and of the State of Mississippi, of the first part, and A. F. Smith, of the county of Washington and State aforesaid, of the other part: whereas the said Cox is justly owing the following sums of money, to wit: To the Planters Bank of Natchez the sum of $15,756\frac{95}{100}$, in four annual payments; to the Agricultural Bank the sum of $11,511\frac{70}{100}$, in four annual instalments; to the Union Bank the sum of $11,245\frac{25}{100}$, in five annual instalments; to Bank of Mississippi the sum of about $18,000, in eight annual instalments; to Tusey & Price the sum of $4170\frac{75}{100}$, dated April 18th, 1840, and 1st January, 1841; to James S. Hardy the sum of $2400, due January, 1841, all of which debts are secured by different mortgages on the plantation and negroes of said Cox, all dated in 1840, and recorded in the proper office of Washington county, also to the Commercial Bank of Natchez the sum of $2717\frac{28}{100}$, due 19th June, 1839, with J. C. Wilkins and A. L. Bingamon securities to a note payable to John G. Cocks and indorsed by him for $1588, dated 31st March, 1838, due 31st March, 1839, to the Bank of Mississippi on two notes, one for $600, dated 1st January, 1840, due 1st January, 1841; the other for $3000, due April, 1840. To T. W. Endicott the sum of about $1100; to the Commercial and Railroad Bank of Vicksburg the of $2200, with S. S. Prentiss and T. J. Green security. Now, to more effectually secure the payments of the debts aforesaid, and the proper application of the rents, issues, and profits of the plantation and negroes above mortgaged, and for the further consideration of five dollars to the said Cox in hand paid by the said Smith, the receipt whereof is hereby acknowledged, the said Cox hath bargained and sold, and by these presents doth bargain, sell, and convey to the said A. F. Smith, the following tract of land, lots 1, 2, 3, and 4, of section 8; lots 3, 4, 5, 6, 7, and 8, of section 7; lot 2, of section 26, all in township 14, range 9 west, it being the plantation on which said Cox has heretofore resided, lying, being, and situated in Washington county,

near and including the greater part of Princeton, together with all the negroes, horses, mules, wagons, oxen, farming utensils, stock and hogs on said plantation. To have, and to hold the said land and personal property to the said Smith and his heirs forever, with all and singular, the appurtenances, rents, and profits thereunto belonging; and the title to the same the said Cox doth warrant and defend against the claim of all and every person whatsoever, in trust for the following purposes, to wit: that the said A. F. Smith shall and by these presents does take possession of the said tract of land, slaves, &c., and shall take, have, and secure the rents, issues, corn crop, and cotton, growing or to be grown on the same, so far as the said Cox is entitled to the same, to wit, three-fourths of the present growing crop; and the said Smith shall, after deducting the costs and expenses of making and selling said crop, appropriate the proceeds, as far as they may go, to the payment and extinguishment of the debts hereinbefore mentioned; and the said Smith shall from year to year collect, sell, and appropriate the proceeds of the crop raised on said plantation as aforesaid, until all of the said debts are extinguished and paid off, and whenever the said debts are paid, either by the crops of said land, or otherwise by said Cox, then and in that event this conveyance to be void, and all right, title, and interest herein conveyed shall reinvest in said Cox, his heirs and assigns.

In testimony, the said Cox and Smith have hereunto set their hands and affixed their seals, the day and date first above written. [L. S.]

ALFRED COX, [SEAL.]
A. F. SMITH. [SEAL.]

State of Mississippi, Washington County, *ss.*

Personally appeared before me, Harvey M. Jenkins, clerk of the Probate Court of said county, Alfred Cox, and A. F. Smith, who acknowledged that they signed, sealed, and delivered the foregoing deed as their act and deed, on the day and year, and for the purposes therein mentioned.

Given under my hand and seal of office this 28th of April, 1840.

H. M. JENKINS,
Clerk.

State of Mississippi, Washington County, *ss.*

I, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, do certify that the foregoing instrument was filed for record the 1st day of May, 1840, and this day recorded in my office, book J., pages 330 and 331.

Given under my hand and seal of office, this 17th day of July, A.D. 1840.

THOMAS W. ENDICOTT,
Clerk.
By M. ENDICOTT,
Deputy Clerk.

State of Mississippi, Washington County, *ss*.

I, Willis L. Robards, clerk of the Probate Court of said county, hereby certify that the foregoing certificates are truly and faithfully transcribed from the records of my office.

Given under my hand and seal of said court, this 17th [SEAL.] day of February, A.D. 1848.

W. L. ROBARDS,
Clerk.

Copy of Mortgage, filed March 16, 1848.

This indenture, made and entered into this 29th of February, 1840, between Alfred Cox, of the county of Washington, and State of Mississippi, of the first part, and the Bank of Mississippi, of the second part, witnesseth, that for and in consideration of the sum of nineteen thousand two hundred dollars, by the party of the second part to the party of the first part in hand paid, the receipt whereof is hereby acknowledged, the said Alfred Cox hath bargained and sold, and by these presents doth bargain, sell, alien, and convey to the party of the second part the following tract and parcel of land and slaves, to wit: Lots three, four, five, six, seven, and eight, of section seven, lots one, two, and three, and four, of section 8, and lot two, of section 26, except fifty acres on which the town of Princeton is situated, all in township fourteen, range 9 west, containing eight hundred and forty-seven acres of land, more or less, and the following slaves: Marshall aged 35, Toney aged 25, Charles 25, Miles 30, Ephram 25, Jerry 23, Riley 25, Frank 35, Bob 21, George 23, Ned 30, Charles 28, Silas 16, Henry 9, John 15, Silas 4, Henry Miles 2, Wm. Greely 2, Mahala 18, Letty 16, Betsy 35, Milly 21, Isabel 30, Jane 16, Catharine 16, Judy 30, Nancy 35, Lucy 25, Harriett 14, Jane 13, Lina 11, Mandy 4, Fanny 2. To have and to hold said tract or parcel of land, with all and singular the appurtenances and said slaves to the party of the second part forever; and the said Cox will warrant and defend the title to said land and slaves against the claim or claims of all and every person whatsoever. But the condition of the foregoing indenture is such that whereas the said Alfred Cox is justly indebted to the party of the second part, on eight promissory notes, with John G. Cocks and Andrew Knox as his security, each for the sum of two thousand four hundred dollars, all dated 1st day of January, 1840, one payable twelve months after date, one in two years, one in three years, one in four years, one in five years, one in six years, one in seven years, and one in eight years, the seven last bearing interest from the date.

Now if the said Alfred Cox shall well and truly pay off and discharge the said promissory notes, and all interest accruing thereon,

on or before the 1st day of January, 1848, then the foregoing indenture to be void, otherwise to remain in full force and virtue; it being a mortgage to secure the payment of the notes aforesaid. In testimony whereof, the said Cox hath hereunto set his hand and seal the day and date first above written.

ALFRED COX. [SEAL.]

State of Mississippi, Washington County, *ss*.

Personally appeared before me, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, Alfred Cox, who acknowledged that he signed, sealed, and delivered the foregoing instrument as his act and deed for the uses and purposes therein mentioned.

Given under my hand and seal of office this 29th day of February, 1840.

THOMAS W. ENDICOTT,
Clerk.

State of Mississippi, Washington County, *ss*.

I, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, do certify that the foregoing instrument was filed for record the 29th day of February, 1840, and this day recorded in my office, book J., pages 266, 267.

Given under my hand and seal of office this 26th day of May, 1840.

THOMAS W. ENDICOTT,
Clerk.
By M. ENDICOTT,
Deputy Clerk.

State of Mississippi, Washington County, *ss*.

I, Willis L. Robards, clerk of the Probate Court of said county, hereby certify that the foregoing deed and certificates are truly and faithfully transcribed from the records of my office.

[SEAL.] Given under my hand and seal of said court this 17th day of February, A.D. 1848.

W. L. ROBARDS,
Clerk.

M., filed March 16, 1848.

The following is a list of bills receivable, or promissory notes secured by mortgage, belonging to the Bank of Mississippi (Princeton) on the 30th day of November, 1842, according to the last general statement of the affairs of said bank, as found in the books of said bank.

No entries having been made in any of said books since that date.

Principal Drawer.	Sureties.	Date of Note.	Payable.	Amount.	Interest.	Descript'n of Mortgage Security.
Council R. Bass,	F. Penrice, J. B. Jackson,	11 Mar. 1840	11 Mar. 1841,	$816 00	8 p.c.fm. matu-	Land in Miss.
do.	do. do.	11 " "	2 to 8 yrs. date,		[rity,	
			7 notes $816,	5,712 00	do. date,	
Daniel Bradford,	J. L. Chapman, M. V. Thompson, D. Suggett, ...	24 Feby. "	24 Feby. 1841,	985 00	do. maturity,	Land and negroes in Miss.
do.	do. do. do.	24 " "	2 to 8 yrs. date,			
			7 notes $985,	6,895 00	do. date,	
D. F. Blackburn,	Wm. Hunt, J. G. Cocks,					
	Blackburn and Shelby, . .	4 Jany. "	2 years date,	528 91		Land and negroes in Miss.
do.	do. do. do.	4 " "	3 to 8 yrs. date,			
			6 of $639,	3,834 00	do. date,	
J. L. Chapman, . .	F. G. Turnbull, F. Kershaw, .	3 " "	3 Jany. 1841,	1,795 00	do. maturity,	
do.	do. do.	3 " "	2 to 8 yrs. date, 7			do. do.
			notes of $1795,	12,565 00	do. date,	
J. & W. A. Clarke,	A. K. Miller, W. G. Holmes,	7 Mar. "	7 Mar. 1841,	433 41	do. maturity,	Negroes in Ark.
do.	do. do.	7 " "	7 Mar. 1842,	840 00	do. date,	
Jno. G. Cocks, . .	Alfred Cox, And. Knox, . .	26 Dec. 1839	26 Dec. 1840,	1,808 00	do. maturity,	
do.	do. do.	26 " "	2 to 8 yrs. date, 7			Land and negroes in Miss.
			notes of $1808,	12,656 00	do. date,	
Alfred Cox, . . .	do. do.	1 Jany. 1840	1 Jany. 1841,	2,400 00	do. maturity,	
do.	do. do.	1 " "	2 to 8 yrs. date, 7			do.
			notes of $2400,	16,800 00	do. date,	
Wm. A. Drumgoole,	C. R. Bass, F. P. Plant, . .	9 Nov. "	1 to 7 yrs. date, 7			
			notes of $705,	4,935 00	do. date,	do.
Saml. R. Dunn, . .	Wm. Hunt, A. W. McAllister,	23 Mar. "	3 to 8 yrs. date, 6			
			notes of $176,	1,056 00	do. date,	Land in Miss.

Principal Drawer.	Sureties.	Date of Note.	Payable.	Amount.	Interest.	Descript'n of Mortgage Security.
A. W. Goodloe, .	Ben. Taylor, H. C. Payne, .	31 Dec. 1839	3 Jany. 1841,	866 00	do. maturity,	
do.	do. do.	31 " "	2 to 8 yrs. date, 7 notes of $866,	6,062 00	do. date,	Land in Ark.
W. H. Johnson, .	do. Rom. Payne, . .	31 " "	3 years' date,	1,251 06		
do.	do. do.	31 " "	4 to 8 yrs. date, 5 notes of $1488,	7,440 00	do. date,	do.
Thomas Kershaw, .	F. G. Turnbull, J. L. Chapman,	26 " "	26 Dec. 1840,	1,919 00	do. maturity,	
do.	do. do.	26 " "	2 yrs. 8 date, 7 notes of $1919,	13,433 00	do. date,	Land in Miss. and negroes.
Ambrose Knox, .	And. Knox, D. F. Blackburn,	3 Jany. 1840	3 Jany. 1841,	110 36	do. maturity,	
do.	do. do.	3 " "	2 yrs. 8 date, 7 notes of $1324,	9,268 00	do. date,	do.
And. Knox, . . .	Amb. Knox, J. G. Cocks, .	27 Dec. 1839	27 Dec. 1840,	2,877 00	do. maturity,	
do.	do. do.	27 " "	2 to 8 yrs. date, 7 notes of $2877,	20,139 00	do. date,	do.
W. C. Lofton, . .	R. P. Shelby, A. Cox, . . .	2 Jany. 1840	2 Jany. 1841,	476 00	do. maturity,	
do.	do. do.	2 " "	2 to 8 yrs. date, 7 notes of $476,	3,332 00	do. date,	Land in Miss.
W. P. Montgomery,	A. W. McAllister, A. B. Montgomery, ...	10 " "	10 Jany. 1843,	100 09		
do.	do. do.	10 " "	4 to 8 yrs. date, 5 notes of $279,	1,395 00	do. date,	do.
			Amount carried forward,	$142,727 83		

			Amount brought forward,				$142,727	83			
A. W. McAllister,	W. P. & A. B. Montgomery,		10	"	"	10 Jany. 1843,	545	46			
do.	do.		10	"	"	10 Jany. 1844,	554	00			Land and negroes in Miss.
do.	do.		10	"	"	10 Jany. 1845,	135	26			
do.	do.		10	"	"	6 to 8 yrs. date, 3 notes $554,	1,662	00	8 p. c.	fin. date,	
C. L. Prince,	D. F. Blackburn, J. G. Cocks,		29	"	"	1 Feby. 1842,	137	75			
do.	do.	do.	29	"	"	3 to 8 yrs. date, 6 notes $193,	1,158	00	do.	date,	Land in Miss.
Francis Penrice,	C. R. Bass, J. B. Jackson,		22	Feby.	"	3 to 8 yrs. date, 6 notes $813,	4,878	00	do.	date,	do.
W. J. Penrice,	T. J. Likens, Thos. Grimes, Francis Penrice, F. P. Plant,		22	Jany.	1839	22 Jany. 1841,	1,519	82	do.	maturity,	do.
H. C. Payne,	W. H. Johnson, A. W. Goodloe, Ben. Taylor,		31	Dec.	"	3 Jany. 1842,	433	62			
do.	do.	do. do.				3 to 8 yrs. date, 6 notes $465,	2,790	00	do.	date,	Land in Ark.
R. P. Shelby,	Andrew Knox, A. Cox,		22	Dec.	1840	23 Feby. 1841,	5,487	37	do.	maturity,	
do.	do.	do.	22	"	"	1 to 7 yrs. date, 7 notes $1284,	8,988	00	do.	date,	Land and negroes in Miss.
Ben. Taylor,	H. C. Payne, A. W. Goodloe,		31	Dec.	1839	3 to 8 yrs. date, 6 notes of $165,	990	00	do.	date,	Land in Ark.
Charles Turnbull,	Jno. Turnbull, And. Turnbull,		27	"	"	27 Dec. 1840,	169	00	do.	maturity,	Land in Miss.
Charles Turnbull,	do.	do.	27	"	"	2 to 8 yrs. date, 7 notes $169,	1,183	00	do.	date,	Land in Miss.
And. Turnbull,	do.	F. G. Turnbull,	24	"	"	3 to 8 yrs. date, 6 notes $827,	4,962	00	do.	date,	do.
Jno. Turnbull,	And. Turnbull,	do.	24	"	"	24 Dec. 1840,	1,350	00	do.	maturity,	
do.	do.	do.	24	"	"	2 to 8 yrs. date, 7 notes $1350,	9,450	00	do.	date,	

Principal Drawer.	Sureties.	Date of Note.	Payable.	Amount.	Interest.	Descript'n of Mortgage Security.
Fredk. G. Turnbull,	And. Turnbull, Jno. Turnbull,	30 Dec 1839	2 Jany. 1841,	1,358 00	8 p. c. fm. mat'y,	Land in Miss.
do.	do. do.	30 " "	2 to 8 yrs. date, 7 notes $1358,	9,506 00	do. date,	do.
George W. Ward,	J. R. Ward, V. M. Flournoy,	8 April, 1840	2 to 8 yrs. date, 7 notes $468,	3,276 00	do. date,	do.

Total Dollars, $203,261 11, besides interest.

Two hundred and three thousand two hundred and sixty-one and 11–100 dollars.

I certify the foregoing list to be correct, transcribed from the books and papers of the Bank of Mississippi now in my possession.

C. A. LACOSTE,
Receiver.

NATCHEZ, March 11, 1860.

Mortgage, filed March 16th, 1848.

This indenture, made and entered into the 27th of December, 1839, between John G. Cox, of the county of Washington, and State of Mississippi, of the second part

Witnesseth, that for and in consideration of the sum of fourteen thousand dollars, four hundred and sixty-four dollars, by the party of the second part to the said John G. Cox in hand paid, the receipt whereof is hereby acknowledged, the said Cocks hath bargained and sold, and conveyed, and by these presents doth bargain, sell, alien and convey to the said bank, the following tracts or parcels of land, to wit: lot four of section 25, lot one of section 25, and lot one of section 19, with the exception of about two acres heretofore conveyed to Anderson Miller, all in township 14, range 9 west, lying, being, and situated in the county and State aforesaid, and containing about two hundred and forty-two acres, together with the following slaves, to wit: George, aged 22 years old; Dick, 21; Peter, 21; Peter, 21; Sam, 20; Allen, 20; Jim, 18; Henry, 35; Kitty, 19; Amelia, 19; Charlotte, 18; Julia, 17; eleven in all,—to have and to hold the said land and its appurtenances, and said slaves, to party of the second part forever; and the right and title to said estate, both real and personal, the said Cocks doth warrant and defend to the party of the second part against the claims of all and every person or persons whatsoever. But the condition of the foregoing indenture is that, whereas, the said John G. Cocks is justly indebted to the party of the second part on eight promissory notes, with Andrew Knox and Alfred Cox as his sureties, each note dated the 26th day of December, 1839, and for the sum of one thousand eight hundred and eight dollars, one payable in one year after date, one in two years, one in three years, one in four years, *one in four years*, one in five years, one in six years, one in seven years, and one in eight years, the seven last bearing interest from the date of each note. Now, if the said John G. Cocks shall well and truly pay off and discharge the notes aforesaid, with all the interest accruing thereon, on or before the first day of January, 1848, then the foregoing indenture to be void, else to remain in full force and virtue, it being a mortgage to secure the payment of the notes aforesaid.

In testimony whereof the said John G. Cocks hath hereunto set his hand and affixed his seal the day and date first above written.

JOHN G. COCKS. [SEAL.]

State of Mississippi, Washington County.

Personally appeared before me, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, the within-named granted, John G. Cocks, who acknowledged that he signed, sealed, and delivered the foregoing, as his act and deed, for the uses and purposes therein expressed.

Given under my hand and seal of office this 27th day of December, 1839.

THOMAS W. ENDICOTT,
Clerk.

State of Mississippi, Washington County.

I, Thomas W. Endicott, clerk of the Probate Court in and for the county and State aforesaid, do certify, that the foregoing instrument was filed the 1st day of February, and recorded the 2d day of April, 1840, in book "J.," pages 99 and 100.

Given under my hand and seal of office this day and date last above written.

THOMAS W. ENDICOTT,
Clerk.

State of Mississippi, Washington County, *ss.*

I, Montague Endicott, clerk of the Probate Court of said county, hereby certify that the foregoing instrument is truly and faithfully transcribed from the record thereof my office.

Given under my hand and the seal of said court, this 17th [SEAL.] day of June, A.D. 1845.

M. ENDICOTT.

Answer to Interrogatories, filed Dec. 21*st*, 1848.

The State of Mississippi, Washington County.

I, A. K. Smedes, a commissioner of the Superior Court of Chancery of said State, for the county aforesaid, hereby certify, that on the 14th day of November, A.D. 1848, I caused to come before me, in the county and State aforesaid, William M. Willoughby, the witness named in the paper marked "B.," contained within the envelope containing this deposition, and propounded to him the interrogatories and cross-interrogatories propounded to him in said paper, marked "B."; and I further certify that the two following pages contain the deposition of said Willoughby, taken by me according to law, in the case of Brown Brothers & Co., No. 2783, against the Bank of Mississippi, in accordance with said paper marked "B."

Given under my hand *my hand* and seal, November 14th, 1848.

A. K. SMEDES, [SEAL.]
Commissioner.

William M. Willoughby deposed and said as follows, to wit:

Answer to Interrogatory 1st propounded to him. I was cashier of said bank, and continued as such until Mr. Lacoste took possession of its assets.

To Interrogatory 2d. While I was cashier there was a draft for $7500, payable to P. A. Cocks, presented to me by John G. Cocks, and I settled the same with said John G. Cocks.

To Interrogatory 3d. It was settled, I think, by cancelling the notes of Alfred Cox due to the bank. I issued a new certificate after said cancellation, and gave the same to John G. Cocks for from four to five thousand dollars; the exact amount I cannot now remember.

To Interrogatory 4th. I never issued but one certificate of deposit to John G. Cocks, and that was the one above referred to.

W. M. WILLOUGHBY.

Sworn to and subscribed before me, November 14th, A. D. 1848.

A. K. SMEDES,
Commissioner.

William M. Willoughby answered to cross-interrogatories as follows, to wit:

To cross-interrogatory 1st. I know of no such combination.

To cross-interrogatory 2d. I do not know.

To cross-interrogatory 3d. At the time of the cancellation referred to, the issue of said bank was worth about twenty cents on the dollar.

To cross-interrogatory 4th. Said bank had in circulation, in notes and certificates of deposit, about fifty-six thousand dollars.

To cross-interrogatory 5th. I know nothing in relation to interrogation fifth, and further the said Willoughby said not.

W. M. WILLOUGHBY.

Sworn and subscribed before me, November 14th, A. D. 1848.

A. K. SMEDES,
Commissioner.

Interrogatories and Cross-interrogatories.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } No. 2783.

Interrogatories and cross-interrogatories to be propounded to the witnesses hereafter named and indicated; the answers to which will be read as evidence in said cases.

Interrogatories to F. G. Turnbull.

1st. Who introduced before the board of directors of said bank the resolutions for the release of the mortgages or mortgages of Alfred Cox, deceased?

2d. What statements or representations did he make to the board about the subject-matter of the said resolution?

3d. Were D. F. Blackburn, John L. Chapman and Ambrose Knox appointed a committee on the subject?

4. Why did they refuse to hand in the report they made or signed upon the subject?

5. Did the board of directors then refuse or not to act upon that subject?

6. Did you or not sign the minutes of the board passed at the meeting at which you presided as president pro tem. (the 14th Feby. 1843), if not, do you not recollect why you did not?

Interrogatories to be propounded to Ambrose Knox. Examine him on the first 5 interrogatories propounded to F. G. Turnbull, and then proceed:

6. Under what circumstances, and by what means did John G. Cocks procure your signature as one of the committee to said report?

7. Who, in fact, drew up the report for the committee?

8. Did or not John G. Cocks control any execution or executions against the bank at that time; if so, did he inform the committee of that part, or the directory, and about how much was the amount of the execution or executions?

8. What relation is John G. Cocks, Seth C. Cocks, P. A. Cocks and A. F. Smith and Ingro Smith to each other, and what relation did they sustain to Alfred Cox, deceased, in his lifetime (ask Mr. Turnbull this question also).

Interrogatories to be propounded to William M. Willoughby. Examine him as follows:

1. Were you cashier of said Bank of Mississippi on the 15th of April, 1843, and did you so continue until Mr. Lacoste took possession of its assets?

2d. While you were acting as cashier of said bank was there a certificate of deposit for $7500 presented by John G. Cocks, dated and made some time the month of March or February previous; if so, how did you settle it with him?

3d. Did you pay any portion of it by cancelling or crediting debts of the holder due to the bank; if so, can you state the amount you issued a new certificate for after deducting such credit or cancellation?

4. Did you issue any certificate of deposit after you became cashier, in the month of February or March, 1843, to John G. Cocks, on any other account than the surrender of the certificate of $7500, before alluded to; if so, state on what account it was issued, and its amount?

Interrogatories to be propounded to Abram F. Smith. Examine him as follows:

1. Are you the individual named in a deed of trust made by Al-

fred G. Cocks about the 17th of April, 1840, as trustee, and as such filed an answer to the suit of the Agricultural and Planters' Bank of Mississippi against Abram F. Smith et al.

2. If your answer to the first interrogatory be in the affirmative, state whether John G. Cocks applied to you in the manner, under the circumstances, and upon the representations in that answer set forth, to have the property mentioned in the deed and conveyed to you, delivered to him.

3. Restate as near as you can the language of that answer, if you cannot repeat its language state in substance the facts of your delivery of the property to said Cocks, and the requests and representations upon which you delivered?

4. State all you know in relation to the issuance of a certificate of deposit for about $7500, while you were cashier of said bank; to whom you delivered it; who afterwards presented it to your successor; how he arranged or settled it; who now holds any certificate issued on account of its surrender to him and your successor.

Cross-Interrogatories to be propounded to each of the Witnesses.

1. Do you or not, know whether the directors of said bank combined with said Cox in the transaction spoken of in your evidence, for the purpose of diminishing the assets of the bank, or to place that amount of the funds of the bank out of the reach of creditors? If so, state fully the agreement of the parties, and the whole object they had in view.

2. Do you, or do you not know the tract of land which was conveyed to the said bank by said P. A. Cox, or John G. Cox? If so, state its value in specie at the time of said transaction per acre, and also the value of the whole tract.

3. What was the value of the notes and issues of said bank at that time in specie?

4. Had or had not said bank any, and what amount of notes in circulation about that time? State, as near as you can recollect, the amount.

5. How long did said bank retain said land after the conveyance to it; and how did the same get into other hands; and has the title which was conveyed to the bank been contested; and by whom; or is it still held under title derived from said bank?

We agree that the depositions of the above named witnesses may be taken on the foregoing interrogatories, subject to all legal exceptions to the competency of the testimony, all technicalities waived. (See over for signatures.)

(Signed) MONTGOMERY & BOYD,
Sols. for John G. Cocks, and P. A. Cocks, A. B. Montgomery and A. W. McAllister.
GUION & BAINE,
For Complainants.

January 31st, 1848.

And on the 21st day of February, A.D. 1850, the following order was entered on the minutes of this court, in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

It appearing to the satisfaction of the court chancellor that the claim of Wm. M. Willoughby against said Bank of Mississippi, filed in this cause, the balance due thereon, on the 16th day of November, A.D. 1844, being the sum of one thousand and ninety-seven dollars and eighty-seven cents, and amounting with interest thereon, up to the 16th day of February instant, to the sum of one thousand four hundred and fifty dollars, in a just and equitable claim against said defendant, and should be paid, and all parties interested, having consented to its allowance, and the chancellor being fully advised in the premises, doth order and decree, that the claim aforesaid be allowed, and be received in payment of any dues to said defendant, the bank, from any of the debtors thereof, and that said claim of $1450 shall bear interest at the rate of six per cent. per annum from the said 16th day of February, A.D. 1850, and be payable to said Willoughby, or his assignee, or his indorsee, payable on the final distribution of the assets of said bank.

And on the 16th day of January, A.D. 1851, the following order was entered on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

On motion of complainants, it is ordered that their bill be, and the same is hereby dismissed, as to the defendants, Augustus W. McAllister, and Alexander B. Montgomery.

And on the 14th day of June, 1852, the following order was entered on the minutes of this court in this cause, to wit:

(*L.*)

BROWN BROTHERS & Co.
v.
BANK OF MISSISSIPPI et al.

Ordered, that defendants, W. Penrice, and D. F. Blackburn, plead, answer, or demur, to the complainants' bill, by the next rule day of this court, and that in default thereof, that the several allegations of said bill be taken for confessed as to them.
Filed Dec. 15th, 1852.

The demurrer of David F. Blackburn, William Penrice, and John L. Chapman, defendants to the bill of complaint of Brown Brothers

& Co., complainants in the Superior Court of Chancery of the State of Mississippi.

These defendants by protestation, not confessing or acknowledging all or any of the matters and things in said complainants' original and amended bills mentioned to be true, in such manner and form as the same are therein set forth and alleged, do demur thereto, and for cause of demur show that this court has no jurisdiction of the matters and things stated in said bills, and said complainants have not in and by their said bill made or stated such a case as doth or ought to entitle them to such discovery or relief as is thereby sought and prayed for, from or against these defendants, or either of them. Wherefore, they pray the judgments of this honorable court, whether they shall be compelled to make any further or other answer, &c.

T. A. MARSHALL.

W. C. SMEDES & JACOB S. YERGER,
Sols. for Defendants.

And on the 4th day of March, A. D. 1853, the following order was entered on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

Ordered, that the motion herein, for leave to the receiver, C. A. Lacoste, to compromise on the part of the Bank of Mississippi, and of the plaintiffs to compromise with the various debtors to the Bank of Mississippi, and for leave to apply the amounts received by such compromise to the credit of the debt of complainants, &c., be and the same is hereby overruled.

Superior Court of Chancery, June Term, A. D. 1854.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI and others.

J. S. Yerger makes oath that he has been informed, and believes, that Charles A. Lacoste, the receiver appointed by the court in the above stated case, has permitted the agent of the complainants to enter into compromise and arrangements with the debtors of the Bank of Mississippi of their debts, the of which were placed in the hands of said Lacoste, as receiver as aforesaid, whereby the agent of said complainants agree to take much less than the amount due from said debtors, when the said notes were perfectly solvent, and permitted said agent of the complainants to receive the new securities made payable to the complainants, and also the moneys

paid upon such arrangements from time to time, and said estate delivered to complainants' agent or to the debtors, the notes of such debtors so as to enable such arrangement to be made and come at. Affiant is informed that said new sureties, and the moneys received upon such arrangement, have, as affiant is informed and believes, been left in the hands of said complainants, and not accounted for as reported to this court.

J. S. YERGER.

Sworn to and subscribed before me, June 7th, 1854.

L. MIMS,
Commissioner in Chancery.

And on the 19th day of January, A. D. 1855, the following order was entered on the minutes of this court in this cause, to wit:

(*N.*)

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

Submitted on Motion.

And on the 27th day of January, A. D. 1855, the following order was entered on the minutes of this court in this cause, to wit:

(*O.*)

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

Upon motion of the defendants in the above stated cause, and after agreement had therein in presence of counsel upon both sides, the chancellor being fully advised thereof, it is ordered, adjudged, and decreed, that Charles A. Lacoste, the receiver heretofore appointed by this court in said cause, appear on or before the next term of this court, after the service of a copy of this order, before this court, and render a full, true, complete, and perfect account of his receivership herein, and of the state and conditions of the assets of the Bank of Mississippi, which came into his hands as such receiver, and that he bring into court all notes, bills, choses in action, and moneys, and all other property, choses in action, and assets of the Bank of Mississippi which came into his hands, and the proceeds thereof, as well as all securities, notes, bonds, liens, mortgages, judgments, moneys, &c., as he may have taken and received to secure, or in payment of any of said liabilities which came into his hands, and also all notes of said bank, and all books, papers, and everything which came to his hands as such receiver, in this cause of and during the continuance

of his trust; and it is further ordered, adjudged, and decreed, that after the full and satisfactory accounting of said Lacoste, on compliance with this order, that said Lacoste be discharged from said office and trust of receiver, and that the interlocutory decree appointing him be annulled and vacated.

And on the 29th day of January, 1855, the following order was entered on the minutes of this court in this cause, to wit:

(*P.*)

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI et al.

Be it remembered, that this cause, coming on to be heard before the honorable Charles Scott, chancellor, &c., in the presence of counsel upon both sides, upon the demurrer of D. F. Blackburn and others, and upon motion of other defendants in said cause, and after argument had thereon, and by the court fully understood, and it being the opinion of the court that the questions of law raised by said demurrer are in favor of said defendants demurring, it is ordered, adjudged, and decreed, that said demurrer be sustained, and the said bills as to said defendants be dismissed, and upon inspection of the record in said cause, it appearing to the satisfaction of the chancellor that this court has no jurisdiction of the same to grant relief or proceed against any of said defendants:

It is ordered, adjudged, and decreed, that complainants' original, amended, and supplemental bills, be dismissed as to all proceeding against any of said defendants for relief, but that said cause be retained in this court for the purpose of proceeding against the receiver appointed in said cause, to inforce and inclose his account as receiver, and compel the return of the assets of the defendants, the Bank of Mississippi, or their proceeds into this court. It is further ordered, adjudged, and decreed, that said complainants pay the costs of this suit.

And the complainants praying an appeal from the foregoing decree, the same is granted to the next term of the High Court of Errors and Appeals, upon their entering into bond in the penalty of two hundred dollars, conditioned according to law, with W. P. Anderson as security, to be approved by the chancellor within 30 days.

And on the 8th day of February, 1855, the following order was entered on the minutes of this court in this cause, to wit:

(*Q.*)

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

It is ordered, adjudged and decreed that the order and decree of

this court, made on the 29th of January, A.D. 1855, requiring the receiver, Lacoste, to report at the next term of this court, be modified and repealed, so far as the same discharges the said Lacoste from his receivership, and vacates the interlocutory order of this court appointing said Lacoste receiver. And the complainants now file their appeal bond herein, which is approved.

Appeal Bond, filed February 8th, 1855.

Know all men by these presents, that we, Brown Brothers & Co., of the city of New York, and William M. W. Cochran, of the city of Natchez, Adams county, and State of Mississippi, and Warren P. Anderson, are held and firmly bound unto the Bank of Mississippi and others, defendants in the case of Brown Brothers & Co. *v.* The said Bank of Mississippi and others, No. 2873 on the general docket of the Superior Court of Chancery of the State of Mississippi, in the sum of $200; to the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is, that whereas, on the 29th day of January, A.D. 1855, a final judgment and decree was rendered by the chancellor of the State of Mississippi, in the Superior Court of Chancery at Jackson, in the case of Brown Brothers & Co. *v.* The Bank of Mississippi and others, dismissing the bill of complaint of the said Brown, Brothers & Co. in said case; and the said complainants, Brown, Brothers & Co., have prayed an appeal from said decree to the High Court of Errors and Appeals of the State of Mississippi; which appeal is granted.

Now, if the said Brown, Brothers & Co. shall prosecute their appeal with effect, and shall pay, satisfy, and perform the decree of said Superior Court of Chancery, and all costs, in case the said decree be affirmed, then this obligation to be void; otherwise, to remain in full force and virtue.

Given under our hands and seals, this second day of February, A.D. 1855.

BROWN BROTHERS & CO., [SEAL.]
Per WM. M. W. COCHRAN,
Attorney.

WM. M. W. COCHRAN, [SEAL.]
W. P. ANDERSON. [SEAL.]

Examined and approved this 8th of February, 1855.

CHAS. SCOTT,
Chancellor.

Mandate, filed December 10th, 1856.

The State of Mississippi to the honorable the Superior Court of Chancery, greeting:

Whereas, at a term of our High Court of Errors and Appeals, begun and held at the capitol at Jackson, on the 3d day of October, A.D. 1856, a decree was rendered by our said High Court on the 2d day of December, as follows, to wit:

BROWN BROTHERS & Co., appellants,
v.
THE BANK OF MISSISSIPPI. } 7341.

Comes Mr. Marshall, of counsel for appellees, and moves the court here to *re*consider and set aside the last judgment entered in this cause, and permit the judgment first entered to stand; and said motion being argued by Mr. Marshall, of counsel for appellees, and this court being now of opinion that said judgment and decree first entered by this court herein on the 10th day of November, A.D. 1856, was correct and proper, and that said last order herein, on the 29th day of November, A.D. 1856, ought now to be set aside and rescinded, and said first judgment restored.

It is now accordingly considered, and so ordered, adjudged, and decreed, that the decree of said Superior Court of Chancery, rendered in this cause at the December term thereof, in the year 1854, and on the 29th of January, A.D. 1855, be and the same is hereby affirmed.

And it is further considered, and so ordered, adjudged, and decreed, that the appellees do have and recover of the appellants, and William M. W. Cochran and Warren P. Anderson, sureties in the appeal bond, the costs of this cause in the court below and in this court expended, &c., to be taxed, &c.

You are therefore commanded that such execution and further proceedings be had in said cause as, according to right and justice, the decree of our said High Court, and the law of the land, ought to be had.

Witness the Honorable C. P. Smith, presiding judge of our said High Court, and seal of said court, hereto affixed,
[SEAL.] at office at Jackson, this 8th day of December, A.D. 1856.

GEORGE T. SWANN,
Clerk.
By SAMUEL LIVINGSTON,
Deputy Clerk.

Error.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

And on the 11th day of December, A. D. 1856, the following order was entered on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co. v. BANK OF MISSISSIPPI. } 2873.

Ordered, that Charles A. Lacoste, receiver, make his report to this court by the 2d day of March next, and that he deliver and pay into court, by the same day, all moneys heretofore collected or received by him as receiver, and also that he deliver into said court all notes, bills of exchange, bills receivable, bonds, or other securities, and all choses in action of any kind received by him as receiver, and also all notes, bonds, bills payable, choses in action, and securities of every kind that he may have taken or received by way of substitution, or in payment or compromise of any of the debts, notes, choses in action, or securities of any kind which came into his hands as receiver.

The State of Mississippi, Superior Court of Chancery, March 17th, 1857.

BROWN BROTHERS & Co. v. BANK OF MISSISSIPPI. } 2873.

Ordered, that C. A. Lacoste, receiver herein, show cause herein by Tuesday next, the 14th of March, why an attachment should not issue against him for failing to comply with the rule made against him on the 11th day of December last, to make his report to the court as receiver herein, and to bring in all notes, bonds, bills of exchange, bills receivable, &c., received by him as receiver aforesaid.

The State of Mississippi, Superior Court of Chancery of the State of Mississippi.

I, Livingston Mims, clerk of said court, do hereby certify that the above writing contains a full, true, and complete copy of the order of court rendered in the above entitled suit, on the day above mentioned, as the same remains on the minutes of said court.

Witness my hand and seal of said court, at office in the [L. S.] city of Jackson, this the 17th day of March, A. D. 1857.

L. MIMS,
Clerk.

Upon which is the following return, to wit:

Received, March 20th, 1857. Delivered a copy of the within to Chas. A Lacoste, March 20th, 1857.

O. METCALFE,
Sheriff.
By D. G. SAMSON,
D. S.

And on the 17th day of April, 1857, the following answer of C. A. Lacoste was filed, to wit:

To the Honorable Charles Scott, Chancellor, &c.

C. A. Lacoste, receiver, in the case of Brown Brothers & Co. *v.* The Bank of Mississippi, shows cause against the rule made on him by this honorable court on the 17th March last. He states to your honor that his failure to comply with the order of this court, made on the 11th December last, was not from any purpose or intention to disregard or disobey the orders of this honorable court, but from circumstances which placed it wholly out of his power to comply with said order by the time specified, the 2d of March. He shows to your honor that previous to the said 11th day of December, as early as the spring of the year 1855, he had made out his final report as receiver, and was prepared to make the same, and settle his accounts as such. That being at that time compelled to be absent from home for a considerable period of time, he left his said report, and all the assets in his hands as receiver, with a trustworthy agent, for the purpose of filing the same in your honorable court; and on his return home he thought the same had been filed, until he became aware that the same had not been done until the service on him of a copy of the order made by your honor on the 11th of December last.

After the service of that order, your receiver commenced the preparation of another report, and obtained possession of the assets from his said agent, which he had until then supposed were filed in this court, and would have been ready to file his report and the said assets by the said 2d day of March as required, but that on or about the 15th day of February he was taken sick, and was thereby confined to his room, and wholly unable to attend to business of any kind until a very recent period, and until after the said 2d day of March had passed. He had forwarded to your honor the certificate of his attending physician, on or about the 25th day of February, of his illness, and of the probability that the same would detain him in his room for several days afterwards. In point of fact, your receiver was not able to leave his room until about the 15th or 20th March, since which time he has prepared his report as receiver, and will present the same to this court contemporaneously with this answer. In regard to that portion of the order of 11th December last which requires him to pay into court notes, bills exchange, bills receivable, bonds, or other securities, and all choses in action of any kind received by him as receiver, and also all notes, bonds, bills payable, choses in action, and securities of any kind that he may have taken or received by way of substitution, or in payment or compromise of any of the debts, notes, choses in action, or securities of any kind which came into his hands as receiver—he states to your honor that it was impossible for him to know what to pay into

said court under that description in the order, until your honor should have heard his report, and acted upon, nor could your honor have any means of ascertaining whether that portion of the order was complied with until his report had been filed and acted upon.

He respectfully submits that said order of 11th December was made without any notice to him, and so far as it is an order on him it is competent to be made without notice. Yet so far as said order requires (if it does require) him to file with the court any of the assets there mentioned, the same he respectfully is void for want of notice to him, and cannot bind him; a notice order for that purpose can only be made on him after his report is filed and acted upon by your honor. But this question he submits to your honor, nevertheless, contemporaneously; with this answer to the rule he files his report and deposits with the clerk here all the assets of every kind received by him at or since his appointment as receiver, which are now in his possession, or subject to his control, or for which he is responsible, as appears by said report.

Your receiver was unable to return these assets into court for the same reason that prevents him from making his report, and he showeth in addition that he could not know what to return until your honor had heard his report, and made the necessary order thereon.

And having fully answered said rule, and again protesting that it has not been his intention to continue or disobey any order of this honorable court, he prays that said order may be discharged.

Your receiver showeth further that he has been here in Jackson since the said 24th March, preparing his said report, and until the time of his affidavit to this answer.

C. A. LACOSTE.

State of Mississippi, Hinds County.

Sworn to and subscribed to be before me, this 27th day of March, A.D. 1857.

H. V. BARR,
J. P.

On the 7th day of April, 1857, the following supersedeas was filed, to wit:

The State of Mississippi, High Court of Errors and Appeals.

To the sheriff of Adams County, State of Mississippi, greeting:

Whereas, in the Circuit Court of Washington County, of the State aforesaid, at the March term thereof, A.D. 1846, a judgment was attained against the State of Mississippi, upon an information in the nature of a writ of quo warranto, under the act of 1843, at the suit of the *suit of the* State of Mississippi against the Bank of Mississippi,

dismissing the suit of the said State dissolving the injunction operating by law in such cases, thereby enabling the said Bank of Mississippi, its officers and agents, and ministerial officers of court, without restraint, to collect demands claimed by said bank, nevertheless because improvidently and erroneously said judgment was rendered and adjudged by the said court, therefore you are hereby commanded that from further proceeding to regard or obey the judgment aforesaid, you desist and entirely supersede at your peril.

Witness the Honorable William L. Sharkey, presiding judge of the [L. S.] High Court of Errors and Appeals, at Jackson, the first Monday of January, A.D. 1846, and seal of said court.

Issued the 20th day of May, 1846.

J. M. DUFFIELD,
Clerk.

Per R. C. HOPKINS,
D. C.

On the 7th day of April the report of C. A. Lacoste, receiver, was filed, viz.:

To the Honorable Charles Scott, Chancellor of the State of Mississippi:

The report of C. A. Lacoste, appointed a receiver of this court on the 12th day of June, A.D. 1844, in the case of Brown Brothers & Co. *v.* The Bank of Mississippi, shows to your honor the on the 18th December, 1844, he filed a report and inventory, which inventory is marked "Exhibit A.," and to which he refers, as a part hereof, for information as to the amount and character of assets which came into his hands under his appointment as receiver. He also begs leave to refer to said report of the 18th December, 1844, to which said inventory of assets is attached, for information concerning the settlement of certain amounts therein mentioned.

The undersigned also made a report to the June and December terms, 1845, and to the June term 1846 and 1847, which he begs leave to refer to as a part hereof. The injunction against the collections by the bank mentioned in those reports, as dissolved by the Circuit Court of Washington County, was reinstated by action of the High Court of Errors and Appeals removing said judgment, and the undersigned has therefore labored under great embarrassments and difficulties in attempting to perform the duties devolved upon him, so much so indeed that he has been able to make no collections, except where amicable arrangements or compromises could be made with the debtors of said Bank of Mississippi. The assets embraced in his inventory or report in December, 1844, and all the assets and arrangements mentioned in his former reports hereinbefore referred to, are all embraced in the report and settlements which he now submits.

He respectfully reports to your honor as follows: that the paper

or statement herewith filed and marked No. 1, contains a recapitulation of all the assets which he received under his appointment, as shown by his inventory before referred to. By said statement No. 1, it will appear that he received the following assets:

1. Debts consisting of "long loans," amounting to $192,113 31. 2. Debts denominated "suspended debts," amounting to $25,458 48. 3. Debts denominated "loan in suspense," amounting to $2450. 4. A note discovered amounting to $610. 5. Cash account of the bank amounting to $6268 18. 6. T. W. Endicott's, amounting to $1000. 7. Special deposits in notes of the Bank of Mississippi, and certificates of deposit, amounting to $14,292 61. 8 and 9. Important papers and memoranda, having no pecuniary value. 10. Mortgages to secure the debts above mentioned, or a portion of the same. 11. Books, blank impressions, papers, and seal of the bank. 12. Assignments or pledges of stock by the holders to the bank. 13. Redeemed notes of the bank, amounting to $24,155. 14. Notes and bills in suit, amounting to $103,156 34; by which is meant that the books of the bank transferred to him showed that amount in suit. 15. Cotton pledges, amounting to $3337 03. And subsequently to his inventory he received a bond of W. H. Johnston and others to the bank for $500, on certain conditions, which he herewith returns.

Of the 1st item he mentions in the recapitulation of $192,113 31, your receiver has settled and arranged by compromise and otherwise with the debtors to the nominal amount of $148,814 55, and interest on the same, to the nominal amount of $53,455 89, as shown by statement L., to which reference is here made; said arrangements and settlements were necessarily made at a great loss on the nominal amount of said assets, as hereinafter explained. Statement L. shows the actual amount collected in notes and liabilities of the bank and otherwise. The balance of said sum of $192,113 31, viz., $43,298 70, was placed in the hands of attorneys for suit. A statement of the items constituting said last sum, and the attorney's receipt for the same are herewith filed in package marked M., and made part hereof, said suits have not proceeded to judgment, or the bank has been under quo warranto.

Of the 2d item in the recapitulation, viz., $25,488 48, your receiver has settled with the debtors of the bank $1275 89, as seen by reference to statement J., herewith filed, and the balance of said sum, $24,183 14, or such portion of it as was not worthless, was put in suit. A statement of the items constituting said sum of $24,183 14, is herewith filed, and the notes or bills including the same where they were not put in suit, and the attorney's receipts where they were put in suit, in a package marked U., which is prayed to be taken as a part hereof.

Of the 3d item in the recapitulation, $2450, "loan in suspense," your receiver has settled the same with the debtor Preston at a great loss, as hereinafter explained in statement J., filed herewith.

Of the 4th item in the above recapitulation, note discounted $610. The said note is herewith returned into court, and with it evidence that it was not in fact a part of the assets of the bank; said note and the evidence are in the package marked 6, which is prayed to be taken as part hereof.

Of the 5th item indicated as cash act of bank, $6268 18. This was a packet representing the cash account of the bank, as stated in your receiver's report in 1844, containing various checks, receipts, &c., which are indicated in said report of 1844, and which are herewith returned to the court, except $1105 in notes of the bank, with a statement of contents, which statements and contents are marked P., and filed herewith. In lieu of said $1105, your receiver files herewith receipts 2, 3 and 4, 11 and 12 of W. M. Willoughby, late cashier of said bank, for said $1105, paid to said Willoughby, as reported in your receiver's first report, filed December, 1844.

Of the 6th item in said recapitulation, note of T. W. Endicott for $1000, your receiver settled the sum of $65, see settlement I., as hereinafter shown, and handed the note with a balance of $935 due on it to an attorney for suit, and the attorney's receipt for the same is contained in package M., hereinbefore filed.

Of the 7th item in said recapitulation, marked special deposits, $14,292 61, these of course did not constitute assets of the bank, but a statement is herewith filed, marked R., which describes the said several deposits and the disposition made of them, which is prayed to be taken as a part hereof; and in said package R. will be found the $1000 in notes of bank, being the special deposit of F. P. Plant.

Of the 8th and 9th items in said recapitulation, it has been already stated that they are important papers and memoranda, but of no pecuniary value, and are herewith returned to the court in two packages marked SS. They are statements of settlements and papers connected therewith made by Willoughby, cashier, before the appointment of said receiver.

Of item 10, mortgages, &c., a list of them are contained in his report of Dec., 1844. They have either been given to the parties with whom settlements were made, or placed in the hands of attorneys when the notes were put in suit. Being matters of record, it is only necessary herein to refer to them.

Of the 11th item in said recapitulation, books, blank impressions, papers and the seal of the bank, they are herewith returned to the court.

Of the 12th item of said recapitulation, your receiver reports that the same are not mentioned in the inventory and report returned in 1844, but he finds them among the papers of the bank, and herewith returns to the court, in package T.

Of the 13th item of the recapitulation, indicated as redeemed notes of the bank received of the Commercial Bank of Natchez, your commissioner reports that he received from the Commercial Bank the

three packages marked A., two of which are sealed and one unsealed. The unsealed package contains of notes and certificates the amounts indorsed thereon, viz., $4976 02, are the amount shown in the detailed statement of the Commercial Bank contain them. Of the unsealed packages your receiver has never examined them, and returns them to the court as he received them. They were handed to him as containing the total of $19,745, making with the unsealed packages $24,721 02.

Of the 14th item of the recapitulation, indicated as notes and bills in suit charged $103,756 34 (by word "charged," is intended charged in the ledger of the bank), your receiver reports to your honor, that he returns into court of the same notes and bills amounting to $12,508 62, which will be seen by reference to statement V., and package V., which contains said notes and bills, for which the bank held the receipt of A. F. Smith, Esq., and which were returned to your receiver by said Smith, except the Butterworth note, for which said Smith gave an order on J. B. Coleman, a list of which notes and bills is found on last page of said statement V., and they are believed to be valueless. Of the same item, $103,756 34, your receiver returns to the court here the sum of $56,698 51, in receipts of attorneys, as follows: said receipts will be found specified, on the first page of statement V., herewith filed; said statement V. is to be taken with the following explanation, that the two receipts of E. A. Meany, therein mentioned, one for $1424 49, one for $11,323, were given for two notes which had been placed in the hands of A. F. Smith by the bank, and which were delivered to your receiver by Smith in June, 1844, and by your receiver delivered to said Meany for collection, the receipts of Meany, on said first page of Ex. V., marked 27 and 28, one returned in package V., which is appended to and accompany said statement V. The receipt of Davis & Cox for note of $1413, indicated on said first page of statement V., was also given for a note which had been placed in the hands of A. F. Smith, and by him delivered up to your receiver in June, 1844, and by your receiver placed in the hands of Downs & Cox, attorneys, and their receipts are also returned with said statement V., and is marked on page 1 of said statement as No. 26, and said receipt is filed with said Ex. V., in the package V. The receipts of said Smith, on said page of statement V., are found in book A. B., filed herewith. The other receipts indicated on the 1st page of statement V., are those of Webster & Smith, and H. D. Manderville, Jr., and are not in fact receipts, but are marked in the said book A. B., of the bank as having handed to the said attorneys, and your receiver has never had any other knowledge or information in reference to the same than what said book A. B. furnishes.

In regard to the balance of said 14th item of $103,756 34 in said recapitulation, viz., $34,549 41, your receiver reports that the same was settled by him with the debtors by compromise, or otherwise, at

a great loss, to be hereafter explained, as will appear by reference to statement K., herewith filed, and shows also the actual amount collected by your receiver in liabilities of the bank and otherwise.

Of the 15th item in said recapitulation, your receiver reports as follows (the same is indicated in said recapitulation as cotton pledges, $3337 03): He settled the same with the debtors of the bank in notes and other liabilities of the bank, and has charged himself in his general account a statement to be hereafter filed. He refers to statement I., hereinbefore filed, as showing the amount of principal and interest settled by him on said cotton pledges. In regard to the amount hereinbefore referred to, as settled by your receiver of the assets of the bank, your receiver reports as follows: He files herewith a general statement, marked Exhibit No. 2, in reference to the same. By reference to said general statement, it will be seen that, on the debtor side thereof, your receiver has charged himself, 1st. With the sum of $150,096 47, as actually collected by him on settlement on compromise of the assets mentioned in the first item of the recapitulation, hereinbefore referred to as part hereof, and marked No. 1; 2d. With the sum of $18,674 76, as actually collected by him on settlement or compromise of the assets mentioned in the 14th item of the recapitulation No. 1; 3d. With the sum of $2265 23, as actually collected by him on settlement of assets mentioned in the 2d item of recapitulation No. 1; 4th. With $4317 04, as actually collected on settlement of assets mentioned in the 15th item of said recapitulation No. 1; 5th. With $65, actually collected by him on settlement of the assets mentioned in the 6th item of said recapitulation; 6th. With $255, as actually collected on settlement and compromise of the assets mentioned in the 3d item of said recapitulation; making in all the sum of $175,673 50, total amount collected by him; and on the credit side of said general statement, Exhibit 2, he has credited himself as follows: 1st. With $362 65, notes of bank taken up; 2d. With certificates of deposit taken up or redeemed, $2152 61; 3d. With $16,714 90, interest on the last two items; making in all, principal and interest, $55,132 57. He files herewith, in explanation *in explanation* of the last three items, statement marked A., which he prays to be taken as part hereof, and package of vouchers, marked A., containing said bank-notes, &c., which he returns to the court; 4th. He has also credited himself in said general statement 2 with $7951 29 of credit balances appearing on the individual ledger of said bank in favor of sundry parties, and which were abandoned in settlements made by your receiver, as he anticipated in his report of December, 1844; 5th. With $920 85, interest on the last sum, constituting a total of $8872 14; 6th. With $1000, which was credited on the books of the bank to suspense account in favor of Joseph Egg; 7th. With $332 21 on the last item; which *which* said *said* last four items, principal and interest, were absorbed in settlements, and, as stated above, constituting a total of $1332 21.

In explanation of said last four items, your receiver files herewith statement B., which he prays to be taken as part hereof, and refers to the books of the bank, which he returns herewith, as vouchers for the same; 8th. He credits himself also with the account of W. M. Willoughby, amounting to $1732 35, inclusive to 15th May, 1853, the date of its settlement; as a voucher for said last item he files paper C., which he prays to be taken as a part hereof; 9th. Also with $89,763 94, settled with Brown Brothers & Co., and others claiming under the judgment against the bank, and for vouchers, for which your receiver files herewith a package including receipts and assignments, and numbered from 1 to 8, and package marked D.; and with the sum of $179 35 and $4879 16, $700 and $175 fees paid to attorneys for services rendered to me as receiver, making total of $6637 60. For the last sum, $6637 60, he files herewith package of receipts marked E.; which he prays to be taken as part hereof; 10th. With $1000 allowed to T. W. Clay as clerk *as clerk* of receiver, by order of court, Clay's receipt, herewith filed, marked F.; 11th. With $880, rent of office, which receiver was compelled to have at $80 per year; 12th. With travelling expenses for 11 years, $325; 13th. With costs of court paid by your receiver, $4900 90; for the last item, $490 90, he files package of vouchers marked G.; 14th. With $150, for postage, dispatches, stationery, certified copies, and other expenses, of which vouchers will be produced if necessary; 15th. With $9356 39, as salary or compensation for his services. Your receiver files herewith, as Exhibit Z., an account for his services as receiver, in which the said last item of *of* $9356 39 is embraced, and he only puts the amount $9356 39 (which is only a portion of what, in justice, he submits he ought to receive) in the general statement to make his exhibits and credits balance each other. The sum total of the credits to which your receiver submits he is entitled is $175,673 50, which balances the amount for which he is chargeable on collections, settlements, &c. Your honor will perceive that your receiver has been compelled, by compromises and otherwise, to make large sacrifices in his attempts at collection and settlement of the fund intrusted to him, or else wholly to fail in the purpose for which he was appointed, and permit the whole of said fund to be sacrificed for the want of funds to pay current expenses, &c. He represents to your honor that shortly after his appointment, a writ of quo warranto, at the suit of the State, was issued against said Bank of Mississippi, and an injunction against collections, which was pending until a very recent period; so that your receiver has not been able, notwithstanding the efforts he made, to realize a single dollar of the assets of said bank by legal collections, and unless he had compromised with the various debtors, would have wholly failed in performing the duties intrusted to him.

Acting, therefore, in good faith, and believing that he had the power to do so, and with the consent of complainants, who, as shown

by the answer of the defendant, the Bank of Mississippi, was the principal creditor of the bank, and in fact the only creditor, with the exception of note-holders and depositors to a small extent, whose claims have been almost, if not entirely, extinguished by your receiver, and as your receiver believed, with the and approbation of all parties, he proceeded by compromises and settlements with various persons, debtors of the bank, instead of collections by law, which were wholly impossible, to settle the various amounts, mostly nominal, as hereinbefore shown, and to the extent of those settlements to with the notes and bills and other evidences of debt of the bank; many of said settlements were made with the directors themselves, who were among the principal debtors of the bank, and all parties in interest, as he believes, had full notice that such settlements were being made, nor was any objection, from any source whatever, interposed to the same.

Your was absolutely compelled, under the above circumstances and for the reason above stated, to make considerable sacrifices of the nominal amounts of the indebtedness of said bank, and for the additional reason that, in many cases, the debtors were insolvent, and every case, struggled, by every device which the law admitted, to *to* defeat and hinder and delay collection.

Your receiver is advised, that if he did not have the power to make said settlements and compromises, the assets so by him arranged and disposed of would still remain the property of the bank, but that he is unable to return the same into court, for the reason that he is not in possession of the same, having parted with the possession of the same in good faith, and in the discharge, as he supposed, of his duty, and that the court will not require of him a legal impossibility by compelling him to return what he has no control of. He has executed a receiver's bond in the sum of $300,000, with undoubted security, in the court, the rights of any parties to said assets as in them have been injured. He is advised that in his account he is only chargeable with the sums actually received by him, and that only in case parties holding him to account, ratifying, or approving the settlement and arrangements under which he received said sums, for in any other event (if said compromises and settlements were without power) the assets so arranged still remain the property of the bank, and your receiver would be liable to the bank on his bond for having parted with the possession. Your receiver reports further to your honor, that in the statement marked "2," he has credited himself with the sum of $89,763 94, and in the papers a package marked "D.," and the receipts and assessments therein contained, from 1 to 8, as vouches for said item, it will be seen that said credit is based on settlements made by your receiver with Brown Brothers & Co., the principal crediting of the bank in such settlements; the papers and assets in your receiver's hands were used at the par and nominal value. Your receiver states that, in the answer

of the defendants the Bank of Mississippi to the bill of complaint in this cause, said defendant admitted its inability to said Brown Brothers & Co. to a very large amount, and showed that the said Brown Brothers & Co. owned nearly all the liabilities of the bank, nor did said bank attempt to make any defence against such indebtedness, so far as the same was admitted to be due by it to the amount.

Now set up any objection to the appropriation of assets to the payment of said indebtedness, many of said arrangements made with the securities who had notice.

In addition, the honorable court have decided the principle of law and equity, that Brown Brothers & Co., and the other creditors, were entitled to the assets of the bank by the very fact of the appointment of a receiver, and in the mind of entered by the court, nothing could have prevented that appropriation but the denial of indebtedness, which the answer of the bank in fact admitted, and such decree was unappealed from and unreserved. Many of said settlements and arrangements on which said item of $89,763 94 credit to your receiver is bound, were made by Brown Brothers & Co., the complainants, with the directors themselves of the bank, which they had full notice. Transfers were made by complainants in many instances, as will be seen of portions of the judgment, on the faith of which your receiver gave up the assets so settled and arranged, believing, that in law and equity, he was bound to do so. In other cases the debtors of said bank, amongst them some of the directors, made compromises with complainants, and in such cases your receiver delivered to complainants the evidences of indebtedness of such debtors, on obtaining a credit of the full amount of such assets on the judgment of complainant, as will be seen by reference to package "D."

In all this, your receiver acted in good faith in the exercise of powers he honestly believed to be vested in him, nor does any injury (even if he had no such power) accrue to the bank which they obtained on appropriation of a portion of its assets, without the expenses or trouble of litigation, to the payment of an acknowledged debt, at the nominal as par value of such assets. Your receiver further shows that although such his proceedings were well known to said bank and its directors, yet no objections were made to the same. He shows further, that he reported to your honor in his report of June 22d, 1847, a settlement and arrangement of a large amount of assets in the manner above stated, through the complainants, and paid on the judgment, and that no exception was ever taken to such proceeding, nor is any now likely to be taken by said bank, though he fears that the debtors of the same may attempt to do so.

Your receiver shows that said bank has been since 1843 or 1844, to all intents and purposes dead; that the directors since that time

had had no meetings or organization; that its corporate powers have been abandoned; that the quo warranto on the part of the State was pending many years against it, prosecuted, as your receiver believes, by the debtors, *and amongst them some of the directors*, and undefended, except by your receiver, who was advised by his counsel that a successful defence could not be made to said quo warranto, and that when *time* it would result in judgment of perfection under which all its assets would be exposed to public sale and sacrificed, and therefore your receiver have brought the same to trial. That it has since been dismissed, as your receiver is informed, by the district attorney, under a suggestion made to him that the charter had expired by limitation of law. On the subject your receiver refers to the acts of the legislature at the sessions 1837 and 1838, passed respectively on the 16th and 26th days of February of those years, constituting the charter and amended charter of said bank, and the act of February 21st, 1840, to be found at page 19 of the printed acts of that year *in*, and states that under the last act, as he is informed, some of the directors, in the time limited by said act, met and passed a resolution to accept the same, and notified the governor of the State thereof, and he submits the question whether the bank is not in fact out of existence. But be this as it may, he says that all parties, creditors, directors, and debtors, it was considered as having no further interest in the controversy in the case, and that the whole controversy was between the complainants and debtors of said bank, and if galvanized into apparent momentary life, it will be only as the instrument of the purposes of the other debtors of said bank to subject your receiver to a responsibility not thought of or dreamed of by it, or himself, at the time of the transactions herein detailed.

Your receiver files herewith in connection with the directors' journal, hereinafter referred to as Exhibits C., D., two letters, one of Moseley, cashier of the bank, with the certificate of A. G. Brown, governor of the State at the time of said certificate, and one letter of A. G. McNutt, the governor of the State, in answer to the former letter; and as before said, submits to the question on said letter, and the directors' journal, whether said bank is not out of existence.

Your receiver files herewith an account for services rendered in said receivership, which he prays your honor to allow him. The same is marked "Y.," and prayed to be taken as part hereof.

He returns with the report into court all the assets in his hands undisposed of, and which are described in the statements and exhibits hereinbefore referred to; also the circulation of said bank, which he has taken up, and which, if not all, is nearly all, of said circulation that was issued by said bank. He shows further, that the only other indebtedness of said bank, of any magnitude, is the debt due complainants.

Your receiver files herewith the directors' journal of said Bank of

Mississippi, which he received from the cashier of said bank shortly after his appointment, and which he knows to be the authentic journal of the proceedings of the directors of said bank, and prays the same to be taken as part of this report, it is marked.

By reference to said journal, which your receiver prays will be found as he is advised, that he now fully authorized to make the compromises and settlement hereinbefore referred to, and to make the appropriations, which he did make to the payment of the debt of complainants, and that many of the important settlements, arrangements, and compromises, which he has made, were with the directors of said bank. Your receiver states finally, that in those cases where he made compromises and settlements, there was no actual loss or injury to the rights of the bank or others, for the reasons that in those cases it was impossible to make collections by law. It will also appear that in many instances where the notes or bills were appropriated to payment of complainant's debt, in many instances, with consent of the debtors, the said notes and bills so appropriated were notes of debtors of the bank. In all, as your receiver believes, there were nine out of eleven of the directors of said bank who were parties either to said appropriations, or compromises and settlement and assets to them.

Finally, your receiver states, that he files this report and hands into the court here the assets mentioned herein, for the purpose of complying with the order of the court in the premises, but he submits to the court the question, whether, as the court did not have jurisdiction in said case, and the bill of complaint was dismissed for that reason, the appointment of your receiver was not void, and whether your honor can pronounce any judgment in the premises, either charging him *or* exonerating him from liability in regard to said assets, or decreeing the right or title to said assets, in favor of any party.

C. A. LACOSTE.

Sworn to and subscribed before me, April 7th, 1857.

L. MIMS,
Clerk.

Exhibits marked "E.," filed with the Receiver's Report, April 7, 1857.

Receipt of E. A. Meany.

Bank of Mississippi,
Dr. To E. A. Meany.

For professional services, as an attorney at law, rendered said Bank, suit v. R. Payne, (W. H. Johnston), on 2 notes judgment, and 3d note returned for *non.* . .		$200 00
Collected from Fisher's estate, . . .	$1917 81	191 78
do. G. C. Smith, . .	2250 00	225 00

Collected from	H. C. Payne, . .	$5269 70	$526 97
do.	Ben. Taylor, . .	626 00	62 60
Judgment *v.*	S. C. Faulkner (Thomson & Shorten), . . .	1813 00	181 30
do.	S. C. Faulkner (Thomson & Shoulter), . .	3965 00	396 50
do.	S. D. Walker, . .	531 00	53 10
do.	S. D. Walker & Wm. W. Ren, ...	2380 00	238 00
do.	James Clarke (48), .	2039 70	203 97
do.	James Clarke, . .	1155 50	115 55
do.	A. W. Goodloe (B. Taylor & W. H. Johnson), .	801 00	80 10
do.	A. W. Goodloe (mortgage notes), . . .	6375 00	637 50
do.	Ben. Taylor, H. C. Payne & (A. W. G.), . .	826 10	82 61
do.	Ben. Taylor $760, and notes 881, 626, . .	255 00	25 55
Attending 10 cases in Supreme Court, $50 each,	. . . . .		500 00
			$4153 97
Cr. By cash as per receipt to C. A. Lacoste, Esq., per draft of R. Cochran, Esq., 1846, . .		$1000 00	
By Ringo & Chappell notes, . .		1350 60	
By loss thereon on me by bank, in taking said notes, 5 per cent.,		112 90	2462 50
Amount due E. A. Meany,			$1691 47

E. A. MEANY,
Attorney at law, Columbia, Arkansas.

May 16th, 1848.

Receipts of G. M. Davis, filed April 7th, 1857; marked E.

NATCHEZ, June 1st, 1852.

Received of C. A. Lacoste, receiver, the sum of two hundred and fifty dollars, on account unfinished business for Bank of Mississippi (in hands of C. A. Lacoste, receiver), against sundry persons, both in Circuit and Probate Courts.

G. MALIN DAVIS.

NATCHEZ, Sept. 29th, 1852.

Received from C. A. Lacoste the sum of two hundred and fifty dollars, on account professional service for Bank of Mississippi; in

consideration whereof, I release and discharge said Lacoste, personally and individually, from any and all liability to me for such services rendered or to be rendered to said bank, and look to him only as and in his capacity of receiver of said bank, for any residue now due or hereafter to become due.

G. MALIN DAVIS.

Stacey and Sparrow's Receipt, filed April 7, 1857 ; marked E.

1845 and 1846. C. A. Lacoste, receiver. Cr.

To D. S. Stacey & E. Sparrow.

Professional services in case T. J. Likens *v.* Bank of Mississippi, in Madison Parish, La., ... $175 00

Received payment from C. A. Lacoste, Esq.

STACEY & SPARROW.

NATCHEZ, June 3d, 1846.

Hunton & Bradford's Receipt, filed April 7, 1857 ; marked E.

NEW ORLEANS, April 6th, 1855.

Received of C. A. Lacoste one hundred dollars, our fees in cases in U. S. Circuit Court for Eastern District of La., in favor of Bank of Mississippi, *v.* Andrew Knox, John G. Cocks, &c.

HUNTON & BRADFORD,
By L. HUNTON.

Receipt of A. K. Smedes, filed April 7, 1857 ; marked E.

C. A. Lacoste, Esq., receiver, &c.

To A. K. Smedes.

To fee in Circuit Court, in Issaquena, you *v.* J. W. Robertson et al., ... $25 00

To professional services in other cases, . . . 579 09

$604 09

Received June 26th, 1854, six hundred and four $\frac{9}{100}$ dollars, from C. A. Lacoste, Esq., in full, for the above account.

A. K. SMEDES.

Receipt of S. C. Cox, filed April 7, 1857, and marked E.

$29\frac{55}{100}$.

Received of C. A. Lacoste twenty-nine and $\frac{55}{100}$ dollars, on account of fees on collections made for the Bank of Mississippi, in the notes of said bank.

S. C. COX.

Account of Thrasher & Sillers, filed April 7, 1857, and marked E.

Claiborne Circuit Court, May Term, 1845.

BANK OF MISSISSIPPI
v.
A. J. SINGLETON, admr.,
D. SHELBY & D. F. BLACKBURN.

Suit on joint note of defendants, due 24th February, 1839, for $1143 49, ½ coms., $28 58. Judgt. defendants.

Same Court and Term.

SAME
v.
ANN J. SINGLETON, admr.

Suit on accept. of F. G. Turnbull, deft., due 24 Feby., 1839, for $4712 04. Judgt. for defts. ½ com., $117 80.

Same Court and Term.

SAME
v.
A. J. SINGLETON, admr.
SHELBY & A. KNOX.

Suit on joint note, due 21st April, 1839, for $3046 78. ½ com., $76 16. Compromised at $500. Fees $222 54.

Upon which is the following indorsement: Paid them $200 00 5th May, '55.

Receipt of Stacey & Sparrow, filed April 7, 1857, and marked E.

NATCHEZ, February 6th, 1849.

Received of C. A. Lacoste, receiver, one hundred and fifty dollars, in bills of the Lake Washington Bank, in full, our fees in the suit of the Bank of Mississippi *v.* W. M. Benton, in the District Court, Parish of Carroll.

STACEY & SPARROW.

Receipt of E. A. Meany, filed April 7, 1857, and marked E.

COLUMBIA, April 30th, 1849.

$100.

Please pay Edward A. Meany, Esquire, or order, one hundred

dollars, and charge the same to account of Brown Brothers & Co., with the late Bank of Mississippi, at Princeton, Washington County.

ROB. COCHRAN,
Agent.

CHAS. A. LACOSTE, Esq.,
Receiver.

Natchez, Mississippi.

Receipt of E. A. Meany, filed April 7th, 1857, and marked E.

Columbia, May, 1850.

Bank of Mississippi in account with E. A. Meany, for professional services rendered in Arkansas as attorney at law for said bank, debtor.

Balance due me as per account rendered May 18, 1848,	$1,691 47
Commissions on $268 90, on sums heretofore for Dr. Jas. Clark,	26 89
Foreclosing mortgage against A. W. Goodloe and others, of $11,762 53, see deeds, &c.,	200 00
For answer to W. W. Haly, Esq., Philadelphia, Walker suit,	50 00
For answer to Browder & Dupuy, *Prouder* Benton suit,	58 77
For answer to Thurston & Pope, Ky., S. D. Walker's suit,	5 00
Expenses to Natchez and Princeton, as agent, 1849.	30 00
Fees paid J. B. Steadman, clerk C. C. Court,	33 71
Fees paid editor Gazette, publication (notice),	7 75
Fees paid W. J. Neal, C. C. C. (see 1393),	31 82
Fees paid Thos. H. Rives, sheriff (L. 3 75),	17 55
Fees paid William E. Woodruff, Gazette, 2 pub. notice,	8 00
1850.	
Fees paid Suit v. Gaines, Davis & Gaines, $43 00,	430 00
Fees paid commissions on H. C. Payne's settlement, 124 73, 10,709 33 (1762 67),	176 26
Fees paid commissions on B. Taylor's settlement, $69, not charged,	6 90
	$2,824 12

Cr.

By cost, received fees of James Clark, .	$41 45	
By cost, received fees of C. A. Lacoste, Esq., receiver, ...	2,309 66	2,358 11
		$466 10

1850, June 11. C. A. L. remitted E. A. Meany account $100 07.

Received May 20, 1850, of the Bank of Mississippi, per Charles A. Lacoste, Esq., receiver thereof, on account of fees for professional services rendered said bank in the State of Arkansas, as attorney at law, two thousand three hundred and sixteen $\frac{66}{100}$ dollars ($2,316 66).

E. A. MEANY.

Receipts of E. A. Meany, filed April 7, 1857, and marked E.

NATCHEZ, April 27, 1848.

Received of C. A. Lacoste, receiver in chancery for the Bank of Mississippi, thirteen hundred and fifty $\frac{66}{100}$ dollars, equal to *par funds*, cash 12th March, 1848; being the notes of Ringgold and Trapnell, at 1 and 2 years' date, from 12th March, 1848, bearing interest from date, which were taken for Smith & Graves' debt to the said bank, amounting, in currency of the bank, to $2550; cash 12th March, '48, 1350\frac{66}{100}$.

E. A. MEANY,
Attorney at law.

COLUMBUS, ARK., May 18, 1848.

Received of Bank of Mississippi, per Charles A. Lacoste, Esq., for account for professional services rendered said bank, one hundred and eleven dollars and ninety cents; being the amount of difference, viz., 5 per cent., on the rate at which I received the paper of *Ringo & Trapnell*, on the G. C. Smith debt, at 60 cents, and the charge made by said bank against me of 65 cents on the dollar.

$111 90. E. A. MEANY,
Attorney-at-law.

Exhibits marked G., filed with Receiver's Report, April 7, 1857, to wit, Receipts of J. J. Caughey, Clerk.

$22 12 GREENVILLE, MISS., Jan. 22d, 1855.

Received of A. K. Smedes, Esq., security for costs in the case of the Bank of Mississippi *v.* A. W. Dunbar, No. 434, twenty-two$\frac{12}{100}$ dollars, in satisfaction of all costs in said case.

J. J. CAUGHEY,
Clerk.

$49 50. GREENVILLE, MISS., Jan. 22d, 1855.

Received of A. K. Smedes, Esq., security for costs in of Bank of Mississippi *v.* Dunbar & Miller, No. 440, forty-nine$^{50}/_{100}$ dollars, in satisfaction of all costs in said case.

J. J. CAUGHEY,
Clerk.

Upon which is the following indorsement, to wit:

January 25, 1855.

Received from C. A. Lacoste, the within sums, paid by me as security for costs as therein stated.

A. K. SMEDES.

Receipt of W. L. Robards, Clerk.

$1 50. PRINCETON, March 25, 1846.

Received of Chs. A. Lacoste, receiver, one$^{50}/_{100}$ dollars, for entering satisfaction upon face of mortgage, and record of same, of part of the debt of F. G. Turnbull to Bank of Mississippi this day.

W. L. ROBARDS,
Clerk.

Receipt of P. B. Long.

The Bank of Mississippi, Dr.,

To P. B. Long.

1844, June 26. To rent of room for the deposit of iron chest and papers, 7 months,. $50

Received payment of C. A. Lacoste, receiver.

P. B. LONG.

26th June, 1844.

Adams (Receipt of S. B. Newman, Sheriff).

BANK OF MISSISSIPPI
v.
ZENAS PRESTON et al.

November Term, 1845.

Sheriff Newman, for executing 3 writs upon defendants, . $5 25

Received payment of Chas. A. Lacoste, Esq., receiver, the 24th November, 1845.

S. B. NEWMAN,
Sheriff.

Receipt of S. Wood, Clerk.

In the Circuit Court of Adams County.

BANK OF MISSISSIPPI
v.
ZENAS PRESTON et al.

No. 2. To May Term, 1853.

Dismissed.

Clerk, S. Wood, ...	$17 25	
Sheriff, S. B. Newman, ...	17 25	
Jury tax, ...	3 00	
		$37 50

Received payment of C. A. Lacoste, Esq., June 1st, 1853.

S. WOOD,
Clerk.

(Copy No. 4.)

Per Caledonia.

LIVERPOOL, 31 March, 1846.

Messrs. Brown Brothers & Co., New York.

Dear Sirs: Herewith we beg to hand you copies of the account sales, wanted by the receiver of the Bank of Mississippi, at Princeton, list of which you sent us in your letter of the 27th ult., No. 15 per Cambria, with a certificate from the American consul here, which we presume is all that is required. The only expense that we have incurred is 9*s.* for the certificates, which we place at your debit, and 18*d.* for the postage for this letter, being together £1 7*s.*, which please collect. We hope they will be received in good time, and

Remain yours truly,

Signed, BROWN, SHIPLEY & CO.

Note of charges in furnishing copies of the account sales to Mr. Lacoste, as receiver of the Princeton Bank, as evidence in suit *v.* the debtors.

Brought forward, ...	$6 60
Postage New York to New Orleans, ...	1 50
" " Natchez, ...	75
Charged,	$8 85
American consul's certificate, ...	£00 9*s.*
Postage, ...	00 18
	£1 7*s.*

In currency with 10 per cent. exchange to remit due 9 February, 1846, $6 66.

Receipt of E. A. Meany.

Received April 17th, 1845, of Charles A. Lacoste, as receiver for the Bank of Mississippi, one hundred dollars, to be applied to the payment of costs, clerks, and sheriffs, for in any of the suits to be brought by me for said bank in Arkansas.

E. A. MEANY,
Attorney at law.

Account of W. L. Robards, clerk.

To W. L. Robards, clerk of the Circuit Court of Washington county, Mississippi.

J. G. Cocks use of G. Malin Davis
v.
The Bank of Mississippi.

Venire changed to Warren, making transcript of proceedings and transmitting original papers, $1 00

The Bank of Mississippi
v.
F. G. Turnbull.

Issuing 2 executions, seal and 2 certificates to each, to March and September term, 1846, $2 75

The Bank of Mississippi
v.
John G. Singleton, admr.

Issuing execution by order of plaintiff to March term, 1846, $1 50

The Bank of Mississippi
v.
John M. Carpenter.

Issuing execution, seal and 2 certificates, March term, 1846, $1 75

Bank of Mississippi
v.
Wm. E. Hall et al.

Issuing execution, seal and 2 certificates, March term, 1846, $1 25

Same
v.
D. Suggett et al.

Issuing 2 executions on bond, to March and September term, 1846, $3 75

SAME
v.
SAME.

Issuing 2 executions, on bond, to March and September term, 1846, $3 75

SAME
v.
R. P. SHELBY.

Issuing execution, seal and 2 certificates, to March and September term, 1846, $1 50

SAME
v.
THOMAS GRIMES.

2 executions, seal and 2 certificates to each, to March and September term, 1846, $2 75

SAME
v.
A. SPEILMAN et al.

Execution, seal and 2 certificates, to March term, 1846, $1 25

SAME
v.
CHAS. TURNBULL.

2 executions, seal and 2 certificates, to March and September term, 1846, $2 75

SAME
v.
J. B. JACKSON et al.

2 executions, seal and 2 certificates, to March and September, 1846, $2 75

SAME
v.
THOS. KERSHAW et al.

Execution, seal and 2 certificates, to March term, 1846, $1 25

SAME
v.
J. L. CHAPMAN et al. 244.

2 executions, seal and 2 certificates, to March and September, 1846, $2 75

SAME
v.
J. L. CHAPMAN. } 243.

Execution, seal and 2 certificates, to March term, 1846, . $1 25

SAME
v.
J. L. CHAPMAN. } 241.

Execution, seal and 2 certificates, to March term, '46, . $1 25

34 75

Deduct cost in case of John G. Cocks, use, &c., *v.* The Bank of Mississippi, ... 1 00

$33 75

Received payment of C. A. Lacoste, receiver, for the Bank of Mississippi, this 6th May, 1846.

W. L. ROBARDS,
Clerk.

Receipt of W. L. Robards, Clerk.

The Bank of Mississippi Dr., to W. L. Robards, Clerk of the Circuit Court of Washington County.

Making out list of papers, certifying the same abstract, &c., in 24 cases in which venue was changed to Warren, . $24 00
Making out record of judgment, and proceedings after judgment, and certifying in case of Bank of Mississippi *v.* John M. Carpenter, ... 5 00

$29 00

Correct.

GUION & DOWNS.

Received payment of Chas. A. Lacoste, 16th February, 1846, through Robert Cochran, Esq.

W. L. ROBARDS,
Clerk.

Receipt of M. Endicott, Clerk.

C. A. Lacoste, Receiver, &c., Dr., to M. Endicott, Clerk Washington Circuit Court, Mississippi.

1845.
Copy order dissolving injunction, State of Mississippi *v.* Bank of Mississippi, ... $1 00

Received payment,

M. ENDICOTT,
Clerk.

Chas. A. Lacoste, Esq., Receiver in Chancery, to M. Endicott, Clerk of the Probate Court of Washington County, Miss.

1845.

June 17, copy of 2 deeds from Cox to —— & Cox, to seal and certificate, $1 50 each, ... $3 00

Received payment,

M. ENDICOTT,
Clerk.

The Bank of Mississippi, to M. Endicott, Clerk of the Circuit Court of Washington County, Mississippi.

1845.

Enrolling judgment,	Bank of Mississippi	*v.*	J. L. Chapman,	$1 00
"	do.	"	do.	1 00
"	do.	"	do.	1 00
"	do.	*v.*	Thos. Grimes,	1 00
"	do.	*v.*	T. Kershaw et al.,	1 00
"	do.	*v.*	J. B. Jackson et al.,	1 00

Received payment,

M. ENDICOTT,
Clerk.

Bank of Mississippi Dr., to M. Endicott, Clerk Washington Circuit Court.

Final No. 241,	Bank of Mississippi	*v.*	J. L. Chapman, (judgment, April, 1845), M. Endicott's fees, . .		$7 43
Final No. 277,	same	*v.*	same (judg't same time),	my fees,	7 00
" 243,	"		do.	do. .	7 00
" 244,	"		do.	do. .	7 37½
" 276,	"		T. Kershaw, do.	do. .	6 88
				(Old cases judgment),	$35 60½
" 313,	Bank	*v.*	A. Speelman,	my fees,	1 50
" 316,	same	*v.*	R. P. Shelby,	do. .	1 50
" 317,	"		do.	do. .	1 50
" 312,	"		C. & A. Turnbull,	do. .	1 50
" 314,	"		D. Montgomery et al.,	do. .	2 00
" 315,	"		Thos. Grimes,	do. .	1 50
" 318,	"		D. Montgomery,	do. .	1 50
" 319,	"		Joseph Egg,	do. .	1 50
" 320,	"		D. Suggett et al.,	do. .	2 00
" 321,	"		do. do.	do. .	2 00
" 322,	"		Wm. E. Hall et al.,	do. .	2 00
" 323,	"		John M. Carpenter,	do. .	1 50

Final No. 324,	same *v.*	Thos. H. Bucknor et al.,	my fees,	2 00
" 328,	"	Singleton's admrs.,	do. .	1 50
" 326,	"	F. G. Turnbull,	do. .	1 50
				$25 00½

The foregoing cases, 313 to 326, are cases in which the bank had judgment, and upon which executions were issued to October term, 1845, per order of Guion & Downs.

To amount of fees in cases still on docket, per list rendered, marked "cases venue changed," . . . $75 93¾

Cases dismissed at April Term, 1845, as follows:

Final No. 260,	Bank of Mississippi *v.*	And. Knox et al.,		$2 75
" 258,	same *v.*	F. G. Turnbull et al.,	my fees,	2 75
" 259,	"	Ann J. Singleton et al.,	do.	2 75
" 270,	"	John L. Chapman,	do.	2 75
" 261,	"	Thos. Kershaw et al.,	do.	2 75
" 256,	"	Ann J. Singleton et al.,	do.	2 75
" 257,	"	Wm. Hunt,	do.	2 75
" 253,	"	A. J. Singleton's admrs.,	do.	2 37½
" 179,	"	T. B. & W. P. Warfield,	do.	3 37½
" 230,	H. Moseley use Bank of Mississippi *v.* Daniel Bradford,		my fees,	4 50
Additional fees for final record, Wm. and Jas. Brown & Co. *v.* Bank of Mississippi,				6 40
				$35 90
Amounts from first page,				35 60½
				25 00½
				75 93¾
				$172 43¾

Received above fees, amounting to one hundred and seventy-two $\frac{43}{100}$ dollars, of Charles A. Lacoste.

M. ENDICOTT.

The cashier of the Bank of Mississippi will, in pursuance of an order of the last board, appointing the undersigned a committee to compromise and redeem the land of Alfred Cox, sold under execution, and purchased John G. Cox, and by him conveyed to Philip A. Cocks, having agreed with the said Philip A. Cocks to pay him the sum of seven thousand and five hundred dollars in the circulation of the bank, and also to credit the notes of Alfred Cox and John G. Cocks to the amount of forty-five thousand eight hundred and sixty-four dollars, to operate as a lien upon said land, and also to

release the mortgages of the said John G. Cocks and of Alfred Cox to this bank. You are therefore hereby required to pay and enter credits and release upon the mortgages, notes, &c., as aforesaid, and charge the Bank of Mississippi the same.

D. F. BLACKBURN,
President.
J. L. CHAPMAN.

PRINCETON, February 18th, 1843.

19th April, 1843.

John G. Cocks, Dr.

To John G. Cocks (1 note in suit), A., due 29, 1840,		$1,808 00
" do 7 (L. L.), 1808 ea. A., due 29, 1841,		12,656 00
" A. Cox, 1 note (in suit), January 4, 1841,		2,400 00
" do 1 " " April 4, 1840,		3,172 79
" do 1 " " January 4, 1841,		600 00
" do 7 " (L. L.) $2400 ea., Jan. 4, 1845,		16,800 00
" stock note, J. G. C., P. G. C., and P. A. C., due 29, 1849,		4,000 00
" your check,	$1,563 41	
" your check for Endicott,	200 00	
		1,763 41
" deposit certificates,		4,786 18
A. int. these notes, 29 Dec. 1839,		$47,986 38

Cr.

By committee report,	$45,864 00
" dep. certificate, P. A. C. note int.,	7,500 00
" part committee report.	
" transfer of stock note,	3,000 00
" this amount in S. C. Cox's check of $2000,	1,000 00
	$57,364 00

BANK OF MISSISSIPPI, PRINCETON, Feb. 22d, 1843.

$7500. No. 1.

Philip A. Cox deposited in this bank the sum of seven thousand five hundred dollars, and payable to his order, indorsed on this certificate.

A. F. SMITH,
Cashier pro tem.

PRINCETON, 18th April, 1843.

Cashier Bank of Mississippi.

Pay long loans, or bearer, one thousand dollars. $1000.

CHAS. TURNBULL.

PRINCETON, April 18th, 1843.

Cashier Bank of Mississippi.

Pay long loans, or bearer, fifteen thousand dollars. $15,000.

MARY ANN TURNBULL,
Ex. of J. Turnbull.
By A. F. SMITH,
Attorney.

PRINCETON, 18th April, 1843.

Cashier Bank of Mississippi.

Pay long loans, or bearer, twenty-four hundred dollars. $2400.

J. A. MILLER.

PRINCETON, 18th April, 1843.

Cashier Bank of Mississippi.

Pay long loans two thousand dollars. $2000.

THOMAS KERSHAW.

Two other notes of his, $827 each, . . .	$1654 00
And interest, ...	438 49
Total, ...	$2092 49

Were paid by J. G. Cocks's check for $1563 41, and the credit resulting from his own (A. T. S.) transaction (which see), $529 07, . . . $2092 49

18th April, 1843.

PRINCETON, April 17th, 1843.

Cashier of the Bank of Mississippi.

Pay to long loans, or bearer, the sum of two thousand three hundred and seventy-four and $\frac{52}{100}$ dollars.

J. C. COX.

$2374 52. Cr. A. Turnbull.

Cashier Bank of Mississippi.

Pay long loans, or bearer, ten thousand dollars. $10,000.

ANDREW TURNBULL.

18th April, 1843.

A. Turnbull.

To your stock note (L. L.), . .		$10,000 00
" " 4 " " L. L., 827 ea., .	$3308 00	
Interest on same, ...	855 16	
		4,163 16
Bal. to your credit on (L. L.), . .		529 08
		$14,692 24

Cr.

By cash, . . .	$1905 00		
Int. on same, . . .	109 85		
		$2,014 85	
Depot. cfft., . . .	247 16		
Int. on do., . . .	55 26		
		302 87	
Transfer of stock, . .		10,000 00	
S. C. Cox's check, . .		2,374 52	
			$14,672 24

PRINCETON, April 17th, 1843.

Cashier Bank of Mississippi.

Pay to long loans, or bearer, one thousand dollars for value received. $1000.

PHILIP A. COCKS.

PRINCETON, April 18th, 1843.

Cashier of the Bank of Mississippi.

Pay to long loans, or bearer, the sum of fifteen hundred sixty-three and $\frac{41}{100}$ dollars. $1563\frac{41}{100}$.

JOHN G. COCKS.

PRINCETON, April 17th, 1843.

Cashier Bank of Mississippi.

Pay long loans, or bearer, two thousand dollars, value received. $2000.

JOHN G. COCKS.

PRINCETON, April 18th, 1843.

Cashier of the Bank of Mississippi.

Pay Thomas W. Endicott, or bearer, two hundred dollars. $200.

J. G. COCKS.

PRINCETON, April 15th, 1843.

Cashier, Bank of Mississippi:

Pay to long loans, or bearer, two thousand dollars, for value received. 2000 dollars.

J. C. COX.

16th April, 1843.

Seth C. Cox, Dr.,

To A. L. Bingaman, open account balance on stock, ...			$3,000 00
To Murchison & Doyal (L. D.), . .		523 56	
(L. in S.) . .		1,088 14	
			1,611 70

To A. T. McMurtry (L. D.), . .	2,123 76		
" " bal. stock (open acc.),	2,000 00		
			4,123 76
" Eli Montgomery, " "	406 09		
" " " "	1,200 00		
			1,606 09
" W. S. Scott (L. L.), . . .	900 00		
" " (L. L.), . . .	1,000 00		
" " (L. D.), . $23 32			
" " Int. . . 9 90			
	33 22		
" " (cr. L. D.) . . .	66 78		
			2,000 00
" Stanton B. & Co. (open acc.), . .			3,000 00
" A. L. Wilson (L. D.), . . .	2,103 75		
" " bal. on stock (open acc.),	2,000 00		
			4,103 75
" your ck. to D. F. Blackburn, . .			3,225 48
" " " A. Turnbull, . . .			2,374 52
			$25,045 30

Cr.

By Murchison & Doyal (transfer of note),	1,900 00	
" A. T. McMurtry " "	4,500 00	
" Eli Montgomery, ...	2,000 00	
" A. L. Wilson, ...	4,300 00	
" A. L. Bingaman, ...	5,000 00	
" Stanton, B. & Co., ...	5,000 00	
" W. S. Scott, ...	2,000 00	
		$24,700 00
Interest rebated,		345 30
D. F. Blackburn, Dr.,		
W. B. Blanton (long loan), . . .		6,600 00
D. F. Blackburn, " . . .		500 00
Wm. Hunt, " . . .		5,000 00
A. W. McAllister, " . . .		1,000 00
A. B. Montgomery, " . . .		2,500 00
A. W. McAllister, ...	554 00	
Interest on do., ...	145 02	
		669 02
D. F. Blackburn, 4 (L. L.) 639 each, .	2,556 00	
Interest on do., ...	669 48	
		3,225 48
A. W. McAllister (L. L.) cr. on back, .		474 18

D. F. Blackburn, 2 (L. L.) $659 each, .	$1,278 00		
D. F. Blackburn, 1 " . . .	528 91		
	1,806 91		
Interest on do., ...	503 94		
		2,310 85	
		$24,809 53	

Cr.

W. B. Blanton, stock, . . .	6,600 00	
Wm. Hunt, "	5,000 00	
A. W. McAllister, "	1,000 00	
A. B. Montgomery, "	2,500 00	
W. P. Montgomery, "	2,500 00	
D. F. Blackburn, "	500 00	
W. B. Blanton, full paid, . . .	3,400 00	
S. C. Cox, ck., ...	3,225 48	
		$24,725 48
		84 05

PRINCETON, 18th April, 1843.

Cashier, Bank of Mississippi:

Pay long loans, or bearer (A. W. McAllister), L. L. for 1844, six hundred and ninety-nine $\frac{2}{100}$ dollars. $699 02.

D. F. BLACKBURN.

PRINCETON, 15th April, 1843.

Cashier, Bank of Mississippi:

Pay long loans, or bearer, thirty-two hundred and twenty $\frac{48}{100}$ dollars. $3225 48.

S. C. COX.

PRINCETON, 17th April, 1843.

Cashier, Bank of Mississippi:

Pay to long loans of W. Hunt, W. P. Montgomery, A. B. Montgomery, H. B. Blanton, A. W. McAllister, and D. F. Blackburn, or bearer, eighteen thousand one hundred dollars. $18,000.

D. F. BLACKBURN.

List of Notes taken up by J. G. Cocks, 19th April, 1843.

Date of Note.	Names of Discounters.	When Due.	Interest.	Amount of Note.
1836.				
Dec. 26,	J. G. Cocks (in suit),	29 Dec. 1840,	$479 29,	$1,808 00
"	do. (L. L.)	" 1841,	479 29,	1,808 00
"	do. do.	" 1842,	479 29,	1,808 00
"	do. do.	" 1843,	479 29,	1,808 00
"	do. do.	" 1844,	479 29,	1,808 00
"	do. do.	" 1845,	479 29,	1,808 00
"	do. do.	" 1846,	479 29,	1,808 00
"	do. do.	" 1847,	479 29,	1,808 00
1840.				
Jan. 4,	do. do.	4 Jan. 1840,	479 29,	2,400 00
" 1,	Alfred Cox (in suit),	" 1840,	836 88,	3,172 79
"	do. do.	" 1841,	158 26,	600 00
"	do. (L. L.)	" 1842,	633 06,	2,400 00
" 4,	do. do.	" 1843,	633 06,	2,400 00
"	do. do.	" 1844,	633 06,	2,400 00
"	do. do.	" 1845,	633 06,	2,400 00
"	do. do.	" 1846,	633 06,	2,400 00
"	do. do.	" 1847,	633 06,	2,400 00
1839.				
Dec. 29.	J. G. Cocks, stock notes, L. L.	29 Dec. 1849,	1,054 15,	400 00
	Do. check, favor A. Turnbull,		1,563 41	
	Do. Endicott, do.		200 00	
				1,763 41
	Deposit certificate,			4,786 18
				47,986 38
	Add interest,			9,835 74
				$57,822 12

Credit.

By committee report, . .	$45,864 00	
Depo. certifi. of P. A. Cox, .	7,500 00	
" transfer of stock, . .	4,000 00	$57,364 00
		$458 12

Drawer.	1st security.	2d security.	How taken up.	By whom taken up.	Character Note	Amount.	Stock to credit share.	Share stock full paid.	Full paid share.	Share unpaid.	Share.
A. L. Bingaman,			Transf. of stock.	D. F. B.	L. L.	6,600.00	100	34	34	66.00	" get D. F. B.
W. B. Blanton,			do	S. C. C., agent.	open acc't.	3,000.00	50	20	20	30.00	"
D. F. Blackburn,			do	D. F. B.	L. L.	500.00	5	20	20	5.00	
John G. Cocks,			do	J. G. C.	L. L.	3,000.00	30	20	20	20.00	P. G. Cox.
Wm. Hunt,			do	D. F. B.	L. L.	5,000.00	50	20	20	50.00	& 10 P. A. Cox.
Thomas Kershaw,			do	T. K.	L. L.	2,000.00	20	20	20	20.00	
A. W. McAllister,			do	D. F. B.	L. L.	1,000.00	10	20	20	10.00	
A. B. Montgomery,			do	"	L. L.	2,500.00	25	20	20	25.00	
W. B. Montgomery,			do	"	L. L.	2,500.00	25	20	20	25.00	
Murchison & Doyal,			do	S. C. Cox,	Int. 1088.14	1,611.70	25	10	4	15.00	
A. T. McMurtry,			do	"	S. D.	2,123.76	76	50	10	10.35	
					open acc't, sus'd 406.09	2,000.00					
Eli Montgomery,			do	"	open 1200,	1,606.09	20	4	4	16.00	
John A. Miller,			do	J. A. M.	L. L.	2,400.00	30	6	4	24.00	
					700						
					1000						
					332						
W. S. Scott,			do	S. C. Cox,	66.78		20	6	4	20.00	
					open acc't,						
					3000	3,000.00	50	20	20	30.00	$2000.
Stanton B. & Co.,			do	do For'd,	L. L.	15,000.00	150	20	20	150.00	
Jno. Turnbull,			do	A. F. Smith, atty.	L. L.	1,000.00	10	20	20	10.00	
C. Turnbull,			do	C. F.	L. L.	2,103.00	50	10	10	33.00	
A. L. Wilson,			do	S. C. Cox,	"	2,000.00	100		100		$4103.75
And. Turnbull,			do	A. F.	L. L.	10,000.00					

Assets of the Bank of Mississippi, Long Loans not collected or settled, thus returned to Court by Receiver.

Rank.	No.	Debtors.	Lawyers' Receipts.	Maturity.	Amount.	Interest from.
(L. L.)	315	R. P. Shelby, - -	Guion & Baine, - -	22 Dec., 1849,	$5500 00	22 Dec., 1840
	80	C. Turnbull, - - -	I. I. Guion, - - -	27 " 1841,	169 00	"
	81	do - - -	do - - -	" 1842,	169 00	27 Dec., 1839
	82	do - - -	do - - -	" 1843,	169 00	"
	83	do - - -	do - - -	" 1844,	169 00	27 Nov., 1839
	84	do - - -	Guion & Downs, - -	" 1845,	169 00	1 Jan., 1847
	85	do - - -	Guion & Baine, - -	" 1846,	169 00	"
	86	do - - -	do - - -	" 1847,	169 00	"
	109	J. L. Chapman, - -	I. I. Guion, - - -	3 Jan., 1842,	1795 00	"
	110	do - - -	do - - -	" 1843,	1795 00	3 Jan., 1840
	111	do - - -	do - - -	" 1844,	1795 00	"
	112	do - - -	do - - -	" 1845,	1795 00	"
	113	do - - -	Guion & Downs, - -	" 1846,	1795 00	"
	114	do - - -	Guion & Baine, - -	" 1847,	1795 00	1 Jan., 1848
	115	do - - -	do - - -	" 1848,	1795 00	" 1849
	200	Daniel Bradford, - -	I. I. Guion, - - -	24 Feb., 1844,	985 00	24 Feb., 1840
	201	do - - -	do - - -	" 1845,	985 00	"
	202	do - - -	Guion & Downs, - -	4 " 1846,	985 00	"
	203	do - - -	Guion & Baine, - -	" 1847,	985 00	1 Jan., 1848
	204	do - - -	do - - -	" 1848,	985 00	" 1849
	276	F. P. Smith, - - -	Davis & Cox, - - -	7 Mar., 1842,	269 00	See D. & C.
	236	R. McCullough, - -	do - - -	9 "	196 76	30 Dec., 1839
	125	F. G. Turnbull, - -	Guion & Baine, - -	2 Jan., 1850,	5000 00	No. 19, 1840

300	W. A. Drumgoole, - -	do - - -	12 Nov. 1849,	1000 00	1 Jan., 1840
286	F. P. Plant, - - -	do - - -	1 Jan., 1850,	1500 00	3 Jan., 1840
134	Ambrose Knox, - -	do - - -	3 Jan., 1850,	500 00	8 Feb., 1840
253	T. M. Tucker, - -	do - - -	8 Feb. 1850,	260 00	25 Feb., 1840
178	Tousey & Price, - -	do - - -	25 Feb. 1850,	400 00	9 Mar., 1840
235	R. McCullough, - -	G. M. Davis, - - -		5000 00	17 Mar., 1840
254	A. W. Dunbar, - -	Guion & Baine, - -		5000 00	
		Total,		$43,298 76	

Received of C. A. Lacoste, receiver in chancery, the promissory notes hereinafter described, which are the property of the Bank of Mississippi for collection, viz.:

GUION & BAINE.

Drawers.	Date.	Time.	Maturity.	Amount.	Remarks.		
300. W. A. Drumgoole, sur. C. R. Bass, F. P. Plant,	7 Nov. 1849	9 yrs.	12 Nov. 1849	$1000 00	10	shares of stock pledged.	
315. R. P. Shelby, And. Knox, Alfred Cox,	22 Dec. 1840	9 do	25 Dec. "	Amount. 5500 00	Remarks. 55	do do	
116. And. Knox, Amb. Knox, and John G. Cox,	27 Dec. 1839	10 do	30 Dec. "	6000 00	60	do do	settled.
125. F. G. Turnbull, And. Turnbull, J. Turnbull,	30 " "	10 do	30–2 Jan. 1850	5000 00	50	do do	do
206. Alfred Cox, John G. Cox, and And. Knox,	1 Jany. 1840	10 do	1–4 " "		20	do do	settled.
105. M. L. Evans, J. B. Jackson, J. L. Chapman,	1 " "	10 do	1–4 " "		10	do do	settled.
286. F. P. Plant, A. W. Dunbar, W. A. Drumgoole,	1 " "	10 do	1–4 " "	1500 00	15	do do	
134. Amb. Knox, And. Knox, D. F. Blackburn,	1 " " 3 " "	10 do	3–6 " "	500 00	5	do do	
134. J. W. Robertson, Wm. Rushing, Mor. Powell,	7 Feby. "	10 do	7–10 Feb. "		10	do do	settled.
253. Thomas W. Tucker, Ja. Tucker, Charles Turnbull,	8 " "	10 do	8–10 " "	260 00	Note originally for $700 Cr. 25 May, 1840, 120 " " 320 $440 7 shares stock pledged.		
178. Tousey & Price, C. R. Bass,	25 " "	10 do	11–14 Mar. "		do 12 do	do settled. do pledged.	

266. Fredk. Penrice, Jas. B. Jackson,	11 Mar.	"	10	do	11–14	"	"	3000 00	30	do	do settled.
254. A. W. Dunbar, J. A. Miller, F. P. Plant,	17 "	"	10	do	17–20	"	"	5000 00	50	do	do
255. G.W.Ward, J.R.Ward, Vic. M. Flournoy,	8 April,	"	10	do	8–10	Apr.	"		10	Ld. paid to receiver.	
Thos.W.Endicott, M.L. Evans, J.L.Chapman,	1 Dec.	1842	12m.	do	1–4	Dec.	1843	935 00	This note is given for $1000, and *Cresent* paid 17 April, '45, $65.		
								$34,095 00			

Total principal due, thirty-four thousand ninety-five dollars.

JACKSON, MISS., Dec. 6, 1849.

These notes all bear interest at the rate of 8 per cent. per annum, from their date respectively, payable annually in advance.

GUION & BAINE.

Assets of Bank of Mississippi.

The cash account of the bank as handed to the receiver was as follows, viz.:

	Vouchers notes of the bank, ...		$1,105 00
	This sum was paid out to Cashier Willoughby, on ac. back salary *to him* as per receipts herewith:		
11.	1 26th June, 1844, ...	$500	
12.	1 of 16th Nov., 1841, . . .	605	
3.	Note of Citizens' Bank, Madison County, warrant,		50 00
4.	Check of J. G. Cox, comr., ...		100 00
5.	do do		250 00
6.	do do & D. F. Blackburn, comr., .		750 00
7.	do do A. F. Smith, . . .		1,502 50
8.	do do		910 68
9.	F. P. Plant's receipt, ...		1,000 00
10.	W. M. Willoughby's receipt, ...		600 00
	Total, ...		6,268 18

PRINCETON, June 26, 1844.

I acknowledge to have retained in my hands, with the consent of C. A. Lacoste, receiver, the sum of five hundred dollars in notes of the Bank of Mississippi, late Lake Washington R.R. Banking Co., which were a part of the cash of the bank, and which sum is to be credited upon the balance which may hereafter be agreed upon between myself and said receiver, as due to me on *amount* of salary for my past services as cashier of said bank.

$500 $275 for funds. W. M. WILLOUGHBY.

NATCHEZ, November 16, 1844.

C. A. Lacoste, receiver, &c.: Pay to S. C. Cox or order six hundred and five dollars, in notes of the Bank of Mississippi, late Lake Washington and D. C. R.R. Banking Co., for value received, and charge the same to my account as a payment on my claim on the bank for services rendered as cashier, subject to the current rate of discount.

W. M. WILLOUGHBY.

On demand after date, the Citizens' Bank of Madison County will pay to or bearer, fifty dollars.

CANTON, MISS.

Cashier.

President.

Cashier of the Bank of Mississippi: Pay to P. A. Cocks, or bearer, the sum of one hundred dollars for value received.

$100. No. 1. JOHN G. COCKS,
Commissioner.

Cashier of the Bank of Mississippi: Pay to Philip A. Cox the sum of two hundred and fifty dollars, January 15th, 1843.

$250. JOHN G. COCKS,
Commissioner.

PRINCETON, April 19, 1843.

Cashier of the Bank of Mississippi: Pay to expense account, or bearer, seven hundred and fifty dollars.

JOHN G. COCKS,
Commissioner.
D. F. BLACKBURN.

Received from W. M. Willoughby, cashier, one thousand dollars in the notes of the Lake Washington & Deer Creek R.R. & Banking & Co., to be applied by me to satisfy a demand which I have against the institution, it being in conformity with a resolution this board of directors passed May 30, 1842.

FRED. P. PLANT.

Received of A. F. Smith, cashier, six hundred dollars on the note of the Lake Washington & Deer Creek Railroad & Banking Co., to be applied by me to satisfy a demand which I have against the institution (291 67).

W. M. WILLOUGHBY.

PRINCETON, 27th Dec. 1842.

Cashier of the Bank of Mississippi: Pay A. F. Smith fifteen hundred and two dollars and fifty cents.

A. F. SMITH.

23 Jany., 1843.

PRINCETON, April 15th, 1843.

Cashier Bank of Mississippi: Pay cash, or bearer, nine hundred and ten $\frac{68}{100}$ dollars.

$910 68. A. F. SMITH.

NATCHEZ, April 10th, 1846.

Received of Charles A. Lacoste, receiver of the Bank of Mississippi, a note for collection, drawn by Robert McCullough, Zenas Preston, and William E. Hall, dated Princeton, March 9th, 1840, payable two years after date, for the sum of five thousand one hun-

dred and sixty-seven $\frac{78}{100}$ dollars, bearing interest at the rate of eight per per annum until paid, with a credit of four thousand nine hundred and seventy-one $\frac{02}{100}$ dollars, May 4th, 1841.

DAVIS & COX,
Attorneys.

Received, Natchez, December 15th, 1849, for collection, of C. A. Lacoste, receiver in chancery of the assets of the Bank of Mississippi, the following described notes, viz.: L. L., No. 235, note drawn by R. McCullough, Zenas Preston, and Wm. E. Hall, dated Princeton, March 9th, 1840, payable to the president, directors & Co. of the Bank of Mississippi, ten years after date, for five thousand dollars ($5000), with eight per cent. per annum interest from date of note, payable annually in advance; note drawn by E. F. Atchison, dated as above, March 1st, 1841, payable as above, on 1st February, 1850, for $3340\frac{28}{100}$ (thirty-three hundred and forty $\frac{28}{100}$ dollars), with interest as above from 1st February, 1841.

G. M. DAVIS.

JACKSON, MISS., January 14th, 1840.

Received of C. A. Lacoste, receiver, &c., the following described notes, the property of the Bank of Mississippi, for collection, viz.:

	W. A. Drumgoole	and	others,	dated 9 Nov.,	1840,	at 5	yrs. date.
155	T. Kershaw	"	others,	" 26 Dec.,	1839,	6	"
	R. P. Shelby	"	others,	" 22 "	1840,		
	Andrew Knox	"	others,	" 27 "	1839,	6	"
84	Chas. Turnbull	"	others,	" 27 "	1839,	6	"
	Geo. W. Ward	"	others,	" 8 Apl.	1840,	5	"
	W. H. Johnson	"	others,	" 31 Dec.,	1839,	6	"
113	J. L. Chapman	"	others,	" 3 Jan.,	1840,	6	1795.
	Ambrose Knox	"	others,	" 3 "	1840,	6	"
202	Daniel Bradford	"	others,	" 24 Feb.,	1840,	6	"
	Francis Penrice	"	others,	" 22 "	1840,	6	"
272	C. R. Bass	"	others,	" 11 Mar.,	1840,	6	"
	George W. Ward	"	others,	" 8 Apl.,	1840,	6	"
	Cath. S. Prince	"	others,	" 29 Jan.,	1840,	2	"
	do.	"	others,	Settled with receiver		3	"
	do.	"	others,	and order given on		4	"
	do.	"	others,	G. and D. for the		5	"
	do.	"	others,	notes, 24 Jan. 1848.		6	"

N.B. All the above notes bear interest at eight per cent. per annum from their dates until paid. Total, inclusive of interest, $16,496 75 (sixteen thousand four hundred and ninety-six dollars and seventy-five cents).

GUION & DOWNS,
Attorneys at law, Vicksburg.

Per S. S. BOYD, Esq.

NATCHEZ, June 3d, 1848.

Messrs. Guion and Baine, Jackson, Miss.

Dear Sirs: I embrace the very favorable opportunity offered by the departure of Judge Boyd, who proceeds directly to your city, to forward to you, which I do by inclosing them herein, the following described mortgage-notes, belonging to the Bank of Mississippi, and to which my respects of the 10th ult. referred, viz.:

Nos. 85 and 86, Charles Turnbull et al., due 1846 and 1847, two notes, each $169.

Nos. 132 and 133, F. G. Turnbull et al., due 1847 and 1848, two notes, each

Nos. 203 and 204, Daniel Bradford et al., due 1847 and 1848, two notes, each $985.

Nos. 273 and 274, C. R. Bass et al., due 1847 and 1848, two notes, each

Nos. 123 and 124, Andrew Knox et al., due 1846 and 1847, two notes, each

Nos. 114 and 115, J. L. Chapman et al., due 1847 and 1848, two notes, each $1795.

Nos. 156 and 157, Thomas Kershaw et al., due 1846 and 1847, two notes, each

No. , R. P. Shelby et al., due 1846 and 1847, two notes, each

For which please send me your receipt by the return of Judge Boyd, or by mail at your earliest convenience.

I have prepared no report to the chancellor at this term of the court, for the reason I have but little to say. If you think that I should make a report, however, I will prepare one and send it up immediately.

Yours very truly,
CHARLES A. LACOSTE.

Receipt.	Drawers.	To whom Payable.	Indorsers.	Date.	Time.	Maturity.	Amounts.	Credits.	Rate of Interest.	Remarks.
Note.	Jno. D. Harding, W. G. Holmes, Thos. Grimes.	Bank of Miss.	Cotton Pledges.	1838. Pi. 25 Mch.	10 md.	1839. 28–31 Jan.		'38. Nov. 30. $244 97	7 per ct. from date.	19 Nov. '46. Paid to Recr.
do. x	R. E. Hammett, A. W. Dunbar, W. H. Hammett.	L. W. & D. C. R.R. & Bk. Co.	Cot. Pledge.	1838. Jan.	12 md.	2–5 "	$3600 00	'38. 22 Sp. 567 12 139. 552, 18 28 Jan. 800 "		Co. in Jno. Ledger to R. E. H. $1814 37.
do. x	R. E. Hammett, R. P. Shelby, W. S. Scott.	Bk. of Miss.	. .	1838. 11 April.	9 "	1–4 "	'38. 840 00	15 Mch. Sep. 1840. "	do. do. do. do.	Int. 22 Sept. 1838. nett Bal. to his Cr. $1788 08.
	J. R. Warren, Wm. Lake, And. Knox.	do.	Sus' debt.	1839. 14 Mch.	9 "	14–17 Dec.	936 89		8 per cent. maturity.	Return to me 15 Mch. 1845. C. A. Lacoste, Recr.
	Jos. W. Robertson, Wm. Rushing, and Mordecai Powell.	do.	Sus' debt.	1840. 16 Jan.	on demand	1169	634 94 3	'40. Mch. 412 66 220 } 400 26 } 120	do. from	Paid Receiver W. M. Benton, 8 June 4. for the note was given.
	C. Bass, Francis Penrice, James B. Jackson.	do.	Sus' debt.	'40. 1 Mch.	60 dd.	'40. 10–13 May	2062 27	Ap. 1204 53	do. from maturity.	
	Wm. Rushing, Jos. W. Robertson, Mordecai Powell.	do.	L. L. 175	'40. 7 Feb.	12 md.	'41. 7–10 Feb.	408 00	336 64 14 June.	do. do.	
do.	do. do.	do.	L. L. 176	do.	27 d,	d–42.			do. from date.	Settled.
	Kilpatrick & Brand, David Montgomery, Jno. S. Penrice.	do. 265	do. 15 Ap'l, md. 40	24	15–18. Apl. '42.		550 00	'41. 12 Apl. 7 41	do. do.	

	F. P. Smith, Jas. B. Jackson, C. R. Bass.	do.	L. L. 276	do. 7 Mch.	24 md.	7–10 Mch.	269 00		do.	do.	
	Egg & Pope, Jos. Egg, Jos. M. Brooks.	Bank of Miss.	Paid to Rec'r.	24 md.	24 md.	. .	389 00	141. dec. 194 98 142. Mch. 20. 51 46	due from date.		Egg and Pope note returned to me 11 Mch. 1841.
do.	Buckner, Wilson & Co. Ben. Taylor, G. M. Pack.	do.	'38. do. 18 Jan.	12 md.	'39. 18–21 Jan.	. .	2040 00	Nov. 30. 2024 49	7 per cent. int. from date.		C. A. Lacoste, Recr.
	Natt. Davis, Alfred Cox, D. F. Blackburn.	do.	7 Mch. '38.	do.	'39. 7–10 Mch.	. .	3 540 00	29 do.	$292 73	do.	do. by settled. S. C. Cox, 245.
	W. S. Scott, J. G. Cocks, P. A. Cocks.	do.	20 June, '39.	8 md.	1840. 20–23 Feb.	. .	1000 00	'43. 15 Apl.	$66 78		20 May, with C. A. Lacoste. Agreement by A. F. Smith, in settlement and order given to me upon Davis & Cox to pay attorney's fees.

Received of C. A. Lacoste, receiver, &c., for collection, the claims described on the foregoing list, belonging to the Bank of Mississippi. If we deem it advisable to institute suits on said claims, said suits *said suits* are to be considered under the special management of Prentiss & Guion, solicitors, heretofore retained by said receiver, unless the privilege is waived by Messrs. P. & G.

DAVIS & COX,

21st September, 1844. Attorneys.

Received from Charles A. Lacoste, Receiver in Chancery, the Notes described below, the property of the Bank of Mississippi, Princeton.

No.	Drawers.	Date.	Time.	Maturity.	Amount.	Date.	Amount.
(L. L.) 135	Ambrose Knox, And. Knox, D. F. Blackburn, . .	1840. Jan. 3	12 m.	3–6 Jan., '41		1840. May 19	$6 58
136	do do do	Jan. 3	2 years,	3–6 " '42		Dec. 23	
137	do do do	Jan. 3	3 years,	3–6 " '43			
138	do do do	Jan. 3	4 years,	3–6 " '44			
139	do do do	Jan. 3	5 years,	3–6 " '45			
217	W. H. Johnson, Romulus Payne, Henry C. Payne, & Ben Taylor,	1839. Dec. 1	3 years,	3 Jan., '43		1841. Nov. 9	
218	do do do	Dec. 1	4 years,	3 " '44			
219	do do do	Dec. 1	5 years,	3 " '45			
191	A. W. McAllister, W. P. Montgomery, & A. B. Montgomery,	Jan. 10	3 years,	10–13 Jan., '43		1841. Jan. 4	
193	do do do	Jan. 10	5 years,	10–13 " '45		1843. April 18	
290	Francis Penrice, C. R. Bass, and James B. Jackson, . .	Feb. 22	3 years,	22–25 Feb., '43			
291	do do do	Feb. 22	4 years,	22–25 " '44			
292	do do do	Feb. 22	5 years,	22–25 " '45			
109	J. L. Chapman, F. G. Turnbull, and Thomas Kershaw, .	1840. Jan. 3	2 years,	3–6 Jan., '42	1795		
110	do do do	Jan. 3	3 years,	3–6 " '43	1795		
111	do do do	Jan. 3	4 years,	3–6 " '44	1795		
112	do do do	Jan. 3	5 years,	3–6 " '45	1795		

257	Geo. W. Ward, Junius R. Ward, and V. M. Flournoy, . .	1840. April 8	2 years,	8–11	April, '42	468		
52	do do do	April 8	3 years,	8–11	" '43	468		
59	do do do	April 8	4 years,	8–11	" '44	468		
	Danl. Bradford, J. L. Chapman, M.V. Thomson,& David Suggett	1840. Feb. 24	2 years,	24–27	Feb., '42	985		
199	do do do	Feb. 24	3 years,	2–27	" '43	985		
	do do do	Feb. 24	4 years,	24–27	" '44	985		
201	do do do	Feb. 24	5 years,	2–27	" '45	985		
			Forwarded, . .			27,155	1877	86
(L. L.) 157	Thomas Kershaw, F. G. Turnbull, and J. L. Chapman, . .	1839. Dec. 26	2 years,	26–29	Dec., '41	1919		
152	do do do	Dec. 26	3 years,	26–29	" '42	1919		
153	do do do	Dec. 26	4 years,	26–29	" '43	1919		
154	do do do	Dec. 26	5 years,	26–29	" '44	1919		
301	W. A. Drumgoole, sr., C. R. Bass, and F. P. Plant, .	1840. Nov. 9	12 m.,	9–12	Nov., '41	705		
302	do do do	Nov. 9	2 years,	9–12	" '42	705		
303	do do do	Nov. 9	3 years,	9–12	" '43	705		
304	do do do	Nov. 9	4 years,	9–12	" '44	705		
118	And. Knox, A. Knox, and John G. Cox, ...	1839. Dec. 27	2 years,	27–30	Dec., '41	2877		
119	do do do	Dec. 27	3 years,	27–30	" '42	2877		
120	do do do	Dec. 27	4 years,	27–30	" '43	2877		
121	do do do	Dec. 27	5 years,	27–30	" '44	2877		
267	C. R. Bass, Francis Penrice, and James B. Jackson, .	1840. Mar. 4	12 m.,	11–14	Mar., '41	816		

No.	Drawers.	Date.	Time.	Maturity.	Amount.	Date.	Amount.
268	do do do	Mar. 4	2 years,	11–14 " '42	816		
269	do do do	Mar. 4	3 years,	11–14 " '43	816		
270	do do do	Mar. 4	4 years,	11–14 " '44	816		
271	do do do	Mar. 4	5 years,	11–14 " '45	816		
80	Chas. Turnbull, Jno. Turnbull,	1839.					
	and Andrew Turnbull, .	Dec. 27	2 years,	27–30 Dec., '41	169		
81	do do do	Dec. 27	3 years,	27–30 " '42	169		
82	do do do	Dec. 27	4 years,	27–30 " '43	169		
83	do do do	Dec. 27	5 years,	27–30 " '44	169		
247	W. C. Loftin, R. P. Shelby, and	1840.				1845.	
	Alfred Cox, . . .	Jan. 2	3 years,	2–5 Jan., '43	476	Mar. 12	$216 66
248	do do do	Jan. 2	4 years,	2–5 " '44	476		
249	do do do	Jan. 2	5 years,	2–5 " '45	476		
					$55,343 00		$2,094 52
			Deduct	. . .	2,094 52		
					$53,248 48		

Said notes amounts to fifty-three thousand two hundred and forty-eight $\frac{48}{100}$ dollars, exclusive of interest.

JOHN J. GUION,
By JAS. M. DOWNS.

VICKSBURG, March 20, 1845.

All payable to the Bank of Mississippi, or order, and bearing interest at the rate of eight per cent. per annum from date until paid, except No. 135, Ambrose Knox and others' joint note for $1324, which bears interest only from maturity, all payable to the Bank of Mississippi or order, and bearing interest at the rate of eight per cent. per annum from date until paid, except No. 267, Ch. R. Bass and others' joint note for $816, which bears interest only from maturity.

Report of C. A. Lacoste, filed April 7, 1857.

Bank of Mississippi assets.

Notes and Bills in suit.

The following, excepting those Nos. 26, 27 and 28, were placed in the hands of the respective attorneys herein mentioned by the officers of the bank for suit, at the dates stated, as appears by the book of attorney's receipts of the bank voucher, "A. B."; these notes never came to the hands of the receiver, nor have made any the returns to him.

Date of Receipts.	Attorneys' Names.	Debtor.	Maturity.	Amount.	
1845.	E. A. Meany,				
April 17,	do . . .	Wm. Taylor, . .	10 Feb., 1839,	$1424 49	No. 27. E. A. Meany's rect.
1840.					
Sept. 14,	A. F. Smith, . . .	A. Cox, . . .	1 Apl., 1840,	3172 79	
1841.					
Sept. 30,	do . . .	do . . .	1 Jan., 1841,	600 00	
" "	do . . .	J. L. Chapman, .	3 Apl., 1840,	415 91	
" "	do . . .	J. G. Cocks, . .	26 Dec., "	1808 00	
" "	do . . .	J. L. Chapman, .	3 Jan., 1841,	1795 00	
" "	do . . .	A. Cox, . . .	1 " "	2400 00	
" "	do . . .	Jno. Turnbull, . .	24 Dec., 1840,	1350 00	
" "	do . . .	do . .	23 Mar., "	3386 09	
" "	do . . .	Daniel Bradford, .	24 Feb., 1841,	985 00	
" "	do . . .	T. P. & W. Warfield,	23 Jan., "	482 13	
1845.					
April 17,	E. A. Meany, . . .	S. D. Walker, . .	2 Mar., "	113 23	No. 28. E. A. Meany's rect.
" "	Sundry fees on said paper,			47 38	
1840.					
Feby. 18,	Webster & Smith, . .	J. G. Singleton, .	18 Sep., 1837,	2994 41	
" "	H. D. Manderville, jr., .	do . .	24 Nov., "	4300 00	
" "	A. F. Smith, . . .	V. M. Sullivan, .	20 Dec., 1838,	2400 00	
" "	do . . .	J. M. Carpenter, .	" "	4411 00	
" "	do . . .	do .	21 Feb., 1839,	2188 00	
" "	do . . .	David Suggett, .	26 " "	3737 85	

" "	do	J. Y. Dashiel,	1 Jan., 1840,	517 21		
" "	do	R. M. Johnson,	7 Dec., 1838,	360 00		
" "	do	J. G. Singleton,	25 May, 1837,	5,000 00		
Mar. 16,	do	J. Neibert,	1 Dec.,	5,376 33		
" "	A. F. Smith,	A. Speilman, admr.,	3 Mar., 1839,	1,834 38		
April 6, 1844.	A. F. Smith,	D. Bradford,	2 " 1840,	1,514 56		
Nov. 28, 1840.	Davis & Cox,	C. Gibson,	22 Dec., 1838,	1,413 00	Separate receipts of Downs & Cox.	
April 6,	A. F Smith,	do	22 Jan., 1839,	2,171 40		
				$56,698 51		

The following notes and bills in suit returned into court herewith by receiver, all his efforts to collect or compromise the same having failed, viz.:

No.	Debtor.	Maturity.	Amount.
17.	J. & H. J. Butterworth, . .	20 Dec., 1838,	$2,164 29
18.	E. Sparrow, ...	18 Apr., "	2,176 28
19.	"	18 Oct., 1837,	1,047 12
20.	"	17 Nov., "	2,093 01
21.	S. C. Faulkner (bal.), . .	21 Dec., 1838,	105 00
22.	do. . .	1 " "	2,854 13
23.	Cash draft on A. Buckner, .	19 Mar., 1837,	507 61
24.	J. G. Singleton, . . .	7 Dec., "	1,000 00
25.	A. W. Goodloe, . . .	2 Apr., 1849,	561 18
	Total notes returned,		$12,508 62
	Total notes in attorneys' hands per foregoing list,		$56,698 51
	Total uncollected,		$69,207 13

On the 7th day of April, A. D. 1857, the following vouchers were filed to the above report, viz.:

We agree to deliver *to deliver* eighty-five bales of cotton to the agent of the Lake Washington and Deer Creek Railroad Company, at Natchez, on or before the first day of April next; said bales to average four hundred pounds, for reshipment to Liverpool.

J. & H. J. BUTTERWORTH.

PRINCETON, December 20th, 1837.

PRINCETON, December 20th, 1837.

$5000.

Twelve months after date we, or either of us, promise to pay the Lake Washington and Deer Creek Railroad Banking Company, at their banking-house, five thousand dollars, for money loaned to J. & H. J. Butterworth, with interest, at the rate of seven per cent. per annum, from date until paid.

J. & H. J. BUTTERWORTH,
MUIRE, MOORE & CO.,
SUMMERS & WATT.

Indorsements on the above Note.

Received Nov. 1st, 1838, four hundred and fifty-three $\frac{00}{100}$ dollars, net proceeds 20 bales cotton, sold in New Orleans. Received on the within, February 23d, 1839, thirteen hundred and sixty-seven $\frac{00}{100}$ dollars, net proceeds on 40 bales. Received on the within, October 10th, 1839, ten hundred and thirteen $\frac{00}{100}$ dollars, net proceeds 25 bales.

No. 18.

PRINCETON, MISS., April 18th, 1837.

Dollars $2176\frac{28}{100}$.

Twelve months after date we, or either of us, promise to pay to the president, directors and company of the Lake Washington and Deer Creek Railroad and Banking Company, at their banking-house, twenty-one hundred and seventy-six $\frac{28}{100}$ dollars, for money loaned to Edward Sparrow.

EDWARD SPARROW,
CHAS. E. ROWLEY,
G. W. KEETON.

No. 19.

United States of America, State of Mississippi, Adams County.

By this public instrument of protest be it known that on the 21st day of October, 1837, at the request of Thomas Henderson, the holder of the original draft, of which a true copy is herein indorsed, I, James K. Cook, justice of the peace and ex-officio notary public, residing in the city of Natchez, qualified according to law, went to, called upon Pillis Lilliard, presented said draft and demanded payment, which was refused, whereupon I, the said justice of the peace and ex-officio notary public, at the request aforesaid, do hereby solemnly and publicly protest the said draft, as well against the drawer thereof as against the acceptors, indorsers, and all who are or may be concerned therein, for all exchange, re-exchange, costs, charges, damages and interest suffered, or to be suffered, for the non payment of said draft. Thus solemnly done and protested.

Given under my hand and seal of my office, at Natchez, the day and year above written.

JAMES K. COOK, [SEAL.]
J. P.

PRINCETON, April 18th, 1837.

Exchange for $\$1047\frac{12}{100}$.

Six months after this, my first of exchange (second unpaid) pay to the G. M. Keeton one thousand forty-seven $\frac{12}{100}$ dollars, value received, and charge the same to account.

EDWARD SPARROW.

To Mr. Silas Lilliard, Natchez.

Exchange for $1047 12.

PRINCETON, MISSISSIPPI, April 18th, 1837.

Six months after date of this first of exchange (second unpaid), pay to the order of G. W. Keeton, one thousand and forty-seven dollars and twelve cents, value received, and charge the same to account of

EDWARD SPARROW.

To Mr. Silas Lilard, Natchez.

No. 20.

United States of America, State of Mississippi, Adams County.

By this public instrument of protest, be it known that on this 20th day of November, 1837, at the request of Thomas Henderson, Esq., cashier, the holder of the original draft, of which a true copy is herein indorsed, I, James K. *Polk*, justice of the peace and ex officio notary public, residing in the city of Natchez, qualified according to law, went to the different public places, inquired of E. Sparrow, and was informed that he was not resident Natchez. Whereupon I, the said justice of the peace and ex officio notary public, at the request aforesaid, do hereby solemnly and publicly protest the said draft, as well against the drawer thereof as against the acceptors, indorsers, and all who are or may be concerned therein, for all exchange, re-exchange, costs, charges, damages, and interest suffered or to be suffered for the non-payment of said draft; thus solemnly done and protested.

Given under my hand and seal of my office, at Natchez, the day and year above written.

JAMES K. COOK, [SEAL.]
Justice of the Peace.

Exchange for $2093 01.

LAKE WASHINGTON, July 17th, 1837.

Four months after date of this my only bill of this tenor and date, payable to the order of Thomas Alexander, two thousand and ninety-three dollars and one cent, for value received.

Your ob't servant,
PILAS LILLIARD.

To Mr. E. Sparrow, Natchez.

Exchange for $2093 01.

LAKE WASHINGTON, July 17, 1837.

Four months after date of this my only bill of this tenor and date, payable *payable* to the order of Thomas Alexander, two thousand and ninety-three dollars and one cent, for value received.

Your obt. servt.,
SILAS LILLIARD.

To Mr. E. Sparrow, Natchez.

No. 21.

United States of America, State of Mississippi, Washington County.

By this public instrument of protest, be it known that on this 24th day of September, at the request of the Bank of Mississippi,

the holder of the original bill, of which a true copy is here indorsed, I, A. W. Samuel, justice of the peace and ex officio notary public, residing in the town of Princeton, qualified according to law, went to the only hotel in the town of Princeton, and did not find S. C. Faulkner there. Whereupon I, the said justice of the peace and ex officio notary public, at the request aforesaid, do hereby solemnly and publicly protest the said bill, as well against the drawer thereof as against the acceptors, indorsers, and all who are or may be concerned herein, for all exchange, re-exchange, costs, charges, damages, and interest suffered to suffer for the non-payment of said bill; thus solemnly done and protested.

Given under my hand and seal of office, at Princeton, the day and year above written.

A. W. SAMUEL, [SEAL.
Justice of the Peace and ex officio Notary Public.

Exchange for $1260.

PRINCETON, February 21st, 1838.

Ten months after date of this first of exchange, second unpaid, pay to the order of M. V. Thompson, twelve hundred and sixty dollars, value received, and charge the same to account.

A. L. SHOTWELL.

To S. C. Faulkner, Columbia, Ark.

This acceptance is entitled to a credit of $1155 cash, 27th April, 1840, interest having been made in the books to that effect by

C. A. LACOSTE,
Receiver.

No. 22.

PRINCETON, 28th, 1838.

Six months after date, we or either of us promise to pay the Bank of Mississippi twenty-eight hundred and fifty-four dollars and thirteen cents, for value received, negotiable and payable at their banking-house in Princeton.

$2854 13.

S. C. FAULKNER,
J. L. CHAPMAN,
A. L. SHOTWELL.

No. 23.

United States of America, State of Mississippi, Adams County.

By this public instrument of protest, be it known that on this 22d day of March, 1837, at the request of Thomas Henderson, cashier, the holder of the original draft, of which a true copy is herein indorsed, I, James K. Cook, a justice of the peace and ex officio notary public, residing in the city of Natchez, and qualified ac-

cording to law, went to the office of A. Buckner, who was absent. Whereupon I, the said justice of the peace and ex officio notary public, at the request aforesaid, do hereby solemnly and publicly protest the said draft, as well against the drawer thereof as against the maker, acceptors, indorsers, and all who are or may be concerned therein, for all exchange, re-exchange, charges, damages, and interest, suffered or to be suffered for the non-payment of said draft, thus solemnly done and protested.

Given under my hand and the seal of office, at Natchez, the day and year above written.

JAMES K. COOK, [SEAL.]
J. P.

Exchange for $507\frac{61}{100}$.

PRINCETON, MISS., July 18th, 1837.

Sixty days after date, this first of exchange, second unpaid, pay to the order of Z. K. Fulton, president, five hundred and seven $\frac{61}{100}$ dollars for value received, and charge the same to account of second instalment of stock.

C. W. MUNCAS,
Cashier L. W. & D. C. R.R. & Bkg. Co.

No. 24.

PRINCETON, December 4th, 1837.

One day after date, we, or either of us, promise to pay to the Lake Washington and Deer Creek Railroad Banking Company, one thousand dollars, for money loaned to J. G. Singleton.

JOHN G. SINGLETON,
F. G. TURNBULL,
ALFRED COX.

Twenty bales cotton pledged.

No. 25.

PRINCETON, December 31st, 1839.

Ninety days after date, we, or either of us, promise to pay the president, directors, and company of the Bank of Mississippi, or order, five hundred and sixty-one $\frac{18}{100}$ dollars, value received, payable and negotiable at their banking-house in Princeton.

A. W. GOODLOE,
BEN. TAYLOR,
W. H. JOHNSON.

No. 26.

Received for collection from Charles A. Lacoste the bill of exchange of Robert McCullough, dated Princeton, January 22d, 1838, payable eleven months after date, for the sum of fourteen hundred

and thirteen dollars, upon C. Gibson, since deceased, and by him accepted in favor of one William E. Hall, and by him indorsed, to be sued for in the name of the Bank of Mississippi.

DAVIS & COX.

November 18th, 1844.

Judge Circuit Court, Adams, 10 June, 1845.

By Mc and Hall for $2216 25. New trial granted by D. Cox.

No. 27.

Received April 17th, 1845, of the Bank of Mississippi, through the hands of the receiver, Charles A. Lacoste, the following described notes for collection:

A note payable to the Bank of Mississippi, dated January 1st, 1840, payable thirty days after date, for thirteen hundred and forty-six $\frac{25}{100}$ dollars, executed by John L. Fisher, John G. Cocks, and W. S. Scott.

2d. A bill of exchange payable to M. V. Thompson, dated February 31st, 1838, payable two months after date, for twelve hundred and sixty dollars, drawn by A. L. Shotwell on S. C. Faulkner, and by him accepted, subject to a credit of eleven hundred and fifty-five dollars, on 29th April, 1840. (N.B. In suit.)

3d. A bond executed by Samuel D. Walker, Benjamin L. Miles, and John Turnbull, dated February 27th, 1838, payable twelve months after date to the Lake Washington D. C. R.R. and Bkg. Co., for twenty-four hundred and sixty dollars, bearing 7 per cent. interest from date, subject to the following credits:

$1164 87, November 30th, 1838.
1176 90, March 13th, 1840.
5 00, do.

(N.B. In suit.)

4th. A note of Smith & Graves, W. M. Benton, J. L. Chapman, payable to the Bank of Mississippi, dated December 11th, 1840, payable 4th January, 1841, for seven hundred and fifty-three $\frac{10}{100}$ dollars. (Settled.)

5th. A note of same parties, payable to same, dated as above, payable 4th January, 1842, for seven hundred and twenty dollars, with eight per cent. interest from date. (Settled.)

6th. A joint note of S. C. Faulkner, J. L. Chapman, A. L. Shotwell, dated May 28th, 1839, payable six months after date to the Bank of Mississippi, for $2854 13.

7th. A joint note of Wm. Taylor, James F. Taylor, Samuel D. Walker, and Wm. W. Rose, dated February 10th, 1838, payable 12 months after date to the Lake Washington D. C. R.R. & Bkg. Co., for $3180, with 7 per cent. interest from date, subject *subject* to a credit, 21st Sept., 1838, of *of* $1755 51.

8th. Two notes of J. W. and W. A. Clarke, A. K. Miller, and

W. G. Holmes, dated 7th March, 1840, payable to the Bank of Mississippi, one for $840, payable two years after date, bearing 8 per cent. interest from date; the other for $913 03, payable twelve months after date, subject to a credit of $479 62, on 5th March, 1841, and both secured by a mortgage of James Clarke, the original of which is handed to me with said notes. (Settled 31st October, 1848.)

9th. Two notes of James Clarke, A. K. Miller, and W. G. Holmes, dated January 2d, 1840, payable as above, for $506, payable two years after date; the other for $261, payable three years after date, bearing each 8 per cent. interest from date. (Settled.)

10th. A note of A. W. Goodloe, Ben. Taylor, and W. H. Johnson, dated 31st December, 1839, payable 90 days after date to the Bank of Mississippi, for $561 18. (N.B. In suit. Returned 12th December, 1851.)

11th. Five notes of A. W. Goodloe, Ben. Taylor, and Henry C. Payne, dated 31st December, 1839, payable as above, each for the sum of $866, payable at one, two, three, four, and five years; said notes secured by a mortgage of said Goodloe and wife; the original handed with the said notes; the last four notes bearing interest at 8 per cent. from date. (Settled.)

12th. Four notes of Ben. Taylor, Henry C. Payne, and A. W. Goodloe, dated 31st December, 1839, payable, as above, two, three, four, and five years after date respectively, for the sum of $165 each, bearing interest from date, the first having a credit thereon of $173, November 29th, 1841, all secured by a mortgage of said Ben. Taylor, which is handed to me with the said notes. (Settled.)

13th. Four notes of Henry C. Payne, W. H. Johnson, and A. W. Goodloe, and Ben. Taylor, dated December, 1839, payable, as above, at two, three, four, and five years after date respectively, bearing 8 per cent. interest from date, for $465 each, the first being subject to a credit of $31 38 on 4th February, 1841, with a mortgage of H. C. Payne, also handed to me, which claims I promise to collect by law or return. (Settled with E. A. Meany.)

E. A. MEANY,
Attorney at law.

On the 7th day of April, A. D. 1857, the following settlement was filed, to wit:

Superior Court of Chancery, December Term, 1850.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

It appearing to the satisfaction of the chancellor, that the claim of William M. Willoughby against said Bank of Mississippi, filed in

this cause, the balance due thereon on the 16th day of November, A. D. 1844, being the sum of one thousand and ninety-seven $\frac{87}{100}$ dollars, and amounting with interest thereon, up to the 16th day of February instant, to the sum of one thousand four hundred and fifty dollars, as a just and equitable claim on said *said* defendants, and should be paid; and all parties interested having *having* consented to the allowance, and the chancellor being fully advised in the premises, doth order and decree that the claim aforesaid be allowed, and be recorded in payment of any dues to said defendant, the bank, from any of the debtors thereof, and that said claim of $1450 shall bear interest at the rate of six per cent. per annum from the said 16th day of February, A. D. 1850, and payable to said *said* Willoughby, or his assignee or indorsee, on the final distribution of the assets of said bank. Decreed February 21st, 1850—May 17th, 1853.

I, A. K. Smedes, assignee and holder of the above decree, acknowledge receipt in full of C. A. Lacoste, receiver, of said amount.

A. K. SMEDES.

Superior Court of Chancery of the State of Mississippi.
December Term, 1850.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } 2873.

It appearing to the satisfaction of the chancellor that the claim of William M. Willoughby against said Bank of Mississippi, filed in this cause, the balance due thereon on the 16th day of November, A. D. 1844, being the sum of one thousand and ninety-seven $\frac{87}{100}$ dollars, and amounting, with interest thereon up to the 16th day of February instant, to the sum of one thousand four hundred and fifty dollars, is a just and equitable claim against said defendant, should be paid, and all parties interested having consented to its allowance, and the chancellor being fully advised in the premises, doth order and decree that the claim aforesaid be allowed, and be revived in payment of any dues to said bank from any of the debtors thereof, and that said claim of $1450 shall bear interest at the rate of six per cent. per annum from the said 16th day of February, A. D. 1850, and be payable to said Willoughby, or his assignee or indorsee, payable on the final distribution of the assets of said bank.

The Bank of Mississippi.

To W. M. Willoughby, cashier, Dr.

For salary from the 28th May, 1842, at $500 per annum, ...	$291 67
" 14⅓ months' salary from 15th April, 1843, to 25th June, 1844, at $1800 per annum, . .	2150 00
	$2441 69

Cr.

By $600 in notes of the bank, equal to .	$260 00	
" 750 " " " " " " .	412 50	
" this amount in par funds, . .	33 30	
1844.		
June 26, $500 in notes of the bank, equal to	275 00	
Nov. 16, $605 " " " " "	363 00	
		1343 80
Balance due 16th November, 1844,		$1097 87

GREENVILLE, MISS., 5 Feb'y, 1844.

For value received from Thomas Shelby, of Washington county, Mississippi, I, William M. Willoughby, of said county, hereby transfer and assign to said Shelby all my right, title, and interest at law and in equity, in and to the above amount, the original of which is now on file in the Superior Court of Chancery of said State.

Witness my hand and seal the date above written.

W. M. WILLOUGHBY. [SEAL.]

Witness, A. K. SMEDES.

I hereby transfer and assign, for value received, all my right and interest in and to the above accountto A. K. Smedes, October 8th, 1850.

THOMAS SHELBY.

The within account settled in full with me by C. A. Lacoste, receiver, this day of May, A. D. 1853.

A. K. SMEDES.

On the 7th day of April, A. D. 1857, the following answer was filed in the Superior Court of Chancery, to wit:

Superior Court of Chancery of the State of Mississippi.

BROWN BROTHERS & Co., complainants,
v.
THE BANK OF MISSISSIPPI, defendants. } 2873.

The separate answer of Ambrose *of Ambrose* Knox to a bill in chancery, filed by Brown Brothers & Co. in the Chancery Court of the State of Mississippi, before the Honorable Robert H. Buckner, chancellor, against the Bank of Mississippi, and himself, one of the directors.

Your respondent, saving and reserving to himself all exceptions to the said bill, to so much thereof as he is advised it is material for him to answer, answers and says: That it is true he was elected

one of the directors of said bank in January last for this year, and as such has been in the board, and engaged in the arbitrations thereof only twice during the year, as the journal of said board will *will* prove. The first time this respondent was in the board was on the 14th of February last, as he now recollects, when some resolutions were offered in relation to cancelling the stock notes of the stockholders, which resolutions were entered on the journals by the cashier, but your respondent has been informed, and so charges the fact to be, that they never were signed or sanctioned by the president of the board, who still refuses to sign or sanction the same, and does not consider them the act of the board; and your respondent protests from being held personally responsible, as he acted in good faith for the benefit of the institution at the time, and without any intention of injury or defrauding her of her creditors.

Among the resolutions then passed at the above stated meeting, John G. Cocks, one of the directors, offered a resolution, a copy of which, marked "A.," is here filed as a part of this answer, which was passed without any close observation on the part of your respondent or the other directors, as he believes is owing to the representations of the said Cocks at the time, by which resolution your respondent, together with John L. Chapman and D. F. Blackburn, were appointed a committee, with full power, according to the words of said resolution, to arrange and settle the debts of a certain Alfred Cox and John G. Cox, and redeem the tract of land formerly owned by said Alfred, and in his lifetime mortgaged to the said Bank of Mississippi to secure a debt of about $1800, due by the said Alfred in his lifetime, upon which the said John G. Cocks was security, and which tract of land had been purchased by the said John G., by virtue of a judgment of prior date to the said mortgage. Your respondent would here state, that at the time the said Cocks offered the resolution, and for the purpose of obtaining its passage without opposition, he stated he had purchased the lands under the judgment to protect himself as security of his brother Alfred, and that an agent of Sterling Neblitt, who was a creditor also of Alfred Cox, had offered to redeem the land from him under the redemption laws of this State, and unless the Bank would pass the resolution, he was fearful that the money to redeem would be tendered by the agent of Neblett, and that the bank would lose the benefit of her mortgage on the land, and he be greatly injured as an innocent security; confiding in the said representations, and supposing that the resolution referred only to the individual debt of Alfred Cox, it was passed by the board as above stated. Your respondent further states, that the said John G. Cocks drew up a report of the committee, and an order from them to the cashier, in which he not only included the debt of Alfred Cox, but his only individual debt to the bank for about $18,000, and directed the cashier to release both the mortgage of Alfred Cox and also his own, and to give up the notes of both per-

sons, and pay in addition the sum of about $7500 in the circulation of said bank, he obtained the signature of the said Blackburn and Chapman; and on the 20th of February, sent a boy post haste to the upper end of the county, where your respondent was then engaged on his plantation, with the following note, a copy of which, marked "B.," is filed as a part of this answer, soliciting your respondent's signature for reasons therein set forth. Your respondent here states, being at the time busily occupied in other matters, still laboring under the impressions made by the representations of said Cocks, and having every confidence in the two gentlemen who had signed the report and order, that all was correct and proper, he did not give the subject the consideration it deserved, and signed it without close examination; upon your respondent returned home he discovered that he had been deceived as to the character and object of the whole arrangement; that not only the undivided debt of John G. Cocks was cancelled in the arrangement, but that he also controlled an execution against the bank for about $3000, under which it was his *his* intention to sell and purchase the lands, and that it was his sole object was to deceive and mislead the directors and committee, by which he would pay off a debt of about $4500 for about $3000. Your respondent refused to confirm the report, or to render it for the action of the board, and still protest against it as having his sanction and authority, and joins in with the complainants in praying it to be annulled and set aside.

Your respondent further states, that he has had no action with the directors, as above stated, and at one other meeting obtained and held expressly for the benefit of the complainants, and to which they do not object, as he believes he denies all fraud, collusion, or intent to injure and defraud the complainants, as set forth in their bill, and denies all allegations and charges in the same made against him, which are not hereinbefore explained or denied, and protest from being held in any manner or shape responsible for the acts of the bank or its other directors, and finally prays to dismissed with his costs.

AMBROSE KNOX.

State of Mississippi, Washington County.

And this day personally appeared before the undersigned, a justice of the peace for said county, Ambrose Knox, who states on oath, that the facts contained in the above answer, as far as stated from his own knowledge, are true, and so far as stated from his own knowledge, he believes to be true.

AMBROSE KNOX.

Sworn to and subscribed before me this 24th May, 1843.

A. F. SMITH,
J. P.

"*Exhibit A.*"

PRINCETON, February 14th, 1843.

The board of directors met. Present, F. G. Turnbull, John L. Chapman, John G. Cocks, David Suggett, Ambrose Knox, and A. W. McAllister.

Resolved, D. F. Blackburn, John L. Chapman, and Ambrose Knox, be appointed a committee to arrange the debts of Alfred Cox, deceased, and John G. Cocks, by the redemption of the tract of land fronting Mississippi river, belonging to the said Alfred Cox at the time of his death, and since purchased under execution by the said John G. Cocks, and by him sold to Philip A. Cox; the said committee to have full power and authority to arrange, compromise, compound, and redeem, in such manner and on such terms as they may deem best under the circumstances, to take and redeem from the proper persons deeds of redemption, and to have full power in relation to the whole matter that the board of directors possess in full session.

A. F. SMITH,
Cashier pro tem.

True copy from the minutes.

W. M. WILLOUGHBY,
Cashier.

PRINCETON, 5th June, 1843.

"*Exhibit B.*"

LAKE JACKSON, Feb. 20th, 1843.

DEAR KNOX: I was astonished to hear of your going up to River Place yesterday in such weather, and intended coming out to see you to-day. I send you the two documents; please sign, and return to-day by the boy, as I am compelled to do it in a day or two, that Phil may go down; and I am in daily expectation of Niblett's agent, coming up to offer the money to redeem. Phil is fearful of such a tender when he goes below New Orleans, and it is of vast importance to me to have it done immediately. Your signature, therefore, to the two papers, will very much oblige your friend,

Signed, JOHN G. COCKS.

Directed to Ambrose Knox, upper part of Shirt-Tail.

Answer of John G. Cocks.

To the Honorable Robert H. Buckner, Chancellor of the State of Mississippi.

The several answers of John G. Cocks, one of the defendants to the bill of complaint of Brown Brothers & Co., complainants, against defendant, and the Bank of Mississippi, defendants. This respondent, now and all times, reserving to himself all advantage and benefit of exception to the manifold errors and imperfections con-

tained in the said bill of complaint of the said complainants, for answer thereto, or so much thereof as he is advised is material for him to answer unto, he answering, says, that he expressly and absolutely denies that *that* he is *in* indebted in manner and form as set forth in complainants' bill; that he admits was indebted in the sum stated, but that said debt has been fully paid off and discharged in the following manner. That the defendant was largely liable, to wit, eighty-three thousand dollars, $83,000, or thereabouts, as indorser for his brother, Alfred Cox, who died some time in the fall of 1841; that some time in March, 1842, the plantation of said deceased was levied upon and sold, under an execution having priority of all other liens, with mortgages, judgments, or deeds of any kind whatsoever; that this defendant attended said sale and purchased said land, containing about nine hundred acres, at a fair sale made by the of Washington county, State of Mississippi, for the sum of two thousand three hundred and nine dollars and forty cents; that this defendant purchased to protect himself as indorser aforesaid; that excepting a deed of trust to one Sterling Niblett, and judgment aforesaid, this defendant had benefit under mortgages upon said property given to secure payment of the debts this defendant was liable as indorsers, and that he was advised that he held said property under clear and undisputed title; with that impression he sold and conveyed said tract of land to one Philip A. Cox, but some two months subsequent to said sale he was informed by the counsel of said Neiblett that said land was subject to redemption, and that he, said counsel, would avail himself of the first convenient opportunity to make tenor of the necessary sum to redeem said land according to law; this defendant applied to able counsel for advice, and was informed that said land was subject to redemption by any creditor of said deceased, whereby this defendant of the principal and interest, and security for his liability, it being true, as alleged in complainants' bill, that the estate of said deceased was hopelessly insolvent; that this defendant did then propose to the directors in session of the Bank of Mississippi, to compromise and redeem of said Philip A. Cox, the land aforesaid, it being before said sale, the principal security for a debt of said deceased to the bank, of twenty-eight thousand dollars, $28,000, or thousand; that this defendant expressly denies he executed or passed any undue influence with the directors of said bank, but that he made a plain statement of the *the* case, and that the board, by a vote unanimous, seven members present, appointed a committee of them with full power and authority to compromise and redeem, as aforesaid, the said land of the said Philip A. Cocks, per copy of resolutions marked Exhibit , filed in the answer of the Bank of Mississippi, and the directors individually, and made a part of that answer; and that said committee did compromise and redeem said tract of land, as per copy of report and order marked Exhibit , also in the an-

swer of the Bank of Mississippi, and the directors individually, and made part of that answer; and that said compromise was made and completed by said committee and the cashier of said bank, by entering by the credits of the notes of said Alfred Cox, and of the defendant to the amount agreed upon, by taking the deed of release to the *saide* Bank of Mississippi, and filed in the clerk's office of the Probate Court of said county for record; that this defendant is informed and believes, that the cashier had, subsequent to said purchase and release, notified said Philip A. Cox of his intention to take possession of the lands aforesaid, in accordance with the instructions of the directors; that they never met with any opposition in getting possession whenever they *whenever they* may desire to do so. That said purchase and release was not made with this defendant, as stated in complainants' bill, with the said Philip A. Cox; that the committee made the purchase and *and* redemption, not from any undue influence exercised over them by this defendant, but from other causes not known to this defendant, unless it was for the better security of the debt due to the bank; that this defendant heard one of the committee, John L. Chapman, propose to give the sum agreed upon, and paid by the committee for the said land, and that he believed it a good bargain for the bank; that at the time the purchase was made, the actual cash was only about fifteen dollars per acre, such was the depreciation of the circulation of said bank; that the tract of land contained, by government survey, about nine hundred acres, with full three hundred acres in high state of cultivation, with large frame gin, two stands separate, grist-mill, framed dwelling, negro cabins, embracing large portion of the town of Princeton, with several houses thereon; it is fronting on the Mississippi river, and all tillable, useful, and valuable tract of land belonging to said tract; that this defendant does not believe that by the purchase and redemption of the tract of land aforesaid, any less right to accrue to the bank or its creditors; that he believes it could now sold for the amount paid by the committee and cashier; that he is informed and believes, that the circulation of the bank can now be bought for thirty cents on the dollar; that this defendant is not indebted to the bank in principal for one cent; that he is not, as he believes, in any danger of loss from any indorsements to said bank, the most of such of his liabilities being well secured by mortgage; that he, this defendant, is a creditor of the bank to the amount of ten thousand dollars or thereabouts, $10,000; that he does not believe the directors have done any by which his interest is jeopardized as a creditor of the bank; and this defendant denies all confederacy as charged against him in the said bill of complaint; all of which matters and things this defendant is ready to aver, prove, and maintain, as this honorable court shall direct, and prays hence to be discharged with his costs and charges, in this behalf most unjustly sustained.

MONTGOMERY & BOYD,
For Defendant.

Personally appeared before me, the undersigned, a justice of the peace in and for the county of Washington and State of Mississippi, John G. Cocks, who made oath that the matters and things contained in the above answer, so far as he states them of his knowledge, are true, and those stated upon the knowledge of others he believes to be true.

JOHN G. COCKS.

Sworn to and subscribed to before me this 17th day of May, 1843.

A. F. SMITH,
J. P.

State of Mississippi.

I, Robert Hughes, clerk of the Superior Court of Chancery of the State aforesaid, do hereby certify that the above and foregoing is a true copy of the answer of John G. Cocks to the bill of complaint of Brown Brothers, complainants, filed and of record in my office.

In testimony whereof I have hereunto sebbscribed my name, and caused the seal of said court to be hereto affixed, this 6th day of March, 1845.

On the 7th day of April, A.D. 1857, the following answer of F. G. Turnbull was filed in the Superior Court of Chancery, to wit:

The separate answer of F. G. Turnbull, one of the directors of the Bank of Mississippi, to a bill in chancery filed and now pending in the Chancery Court of the State of Mississippi, before the Honorable Robert H. Buckner, chancellor, and by Brown Brothers & Co. against the said bank and him individually.

Your respondent, in answer to so much of the allegations in said bill as he deems necessary and in law he is bound to answer, answers and says, that as to the allegations in said bill, charging the directors of said bank with mismanagement in failing to collect the debts as they may become due, he states that the attorney of the bank, to sue on the note for that purpose, were placed in his hands shortly after they became due, and suit was instituted on a large portion of them; but as a great number of the good notes were secured by mortgages running from six to eight years, according to the terms of the amended charter of the bank, and could not sooner be foreclosed, the directory by resolution instructed the attorney to stop all proceedings on the debts that he deemed ample secure, upon the defendants paying the costs of the suit then pending, under the belief that it was running the debtors of the bank to unnecessary expense in suing separately on each note as it became due before the mortgages could be foreclosed, and this is the only neglect that your respondent is aware of in failing to collect the assets by the direction. As to the allegations in said bill in relation to the cancelment of the mortgages of Alfred Cox and John G. Cocks, and the settlement in the debts of the said

Alfred and John G. with the bank wherein your respondent, in connection with the directing, is charged with improper conduct, answers and says, that at a meeting of the directors on the 14th February, 1844(3), when your respondent was president pro tem, John G. Cocks offered a resolution, marked "A.," which is taken from the directors' journal, and said to be a true copy of the original, and made a part of this answer, representing at the time he offered it that the object was redemption of a tract of land formerly owned by Alfred Cox, and mortgaged to the *the* Bank of Mississippi in his lifetime, together with certain negroes, for the sum of about $18,000, upon which the said John G. Cocks was security, and which he the said John G. had, since the death of Alfred, purchased under a judgment older than the date of said mortgage, and was fearful unless the lands was redeemed by the bank would be redeemed by other creditors, and the bank thereby lose the benefit of its mortgage, and he be injured as Alfred Cox's security upon the representation of John G. Cocks. The resolution passed without critical examination the part of your respondent, as be believes by the other members of the board; under that resolution, D. F. Blackburn, John L. Chapman, and Ambrose Knox, the committee, signed a report and an order to the cashier, under which your respondent believes the cashier partly acted. Your respondent would further state that at a subsequent meeting of the board of directors, at which your respondent was present, an effort was made to have the said report acted upon by the board, but the committee being present refused to render it as their report, on the ground that they were as to its nature and character, and had signed it without sufficient examination; in consequence of which the board of directors refused to act upon it, and have, so far as your respondent knows or believes for himself, he deserving all sanction or connection with it, and joins in the prayer of the complainants in having it annulled by your honor so far as the cashier and committee have acted; he further states that the mortgages referred to, and the mortgages and notes secured thereby, as he has been informed, has been taken from the bank by the said John G. Cocks without his knowledge; and your respondent protests from being held personally responsible for their abstraction, inasmuch as he is informed that the books and papers of the bank were in the hands of an examining committee of the board, who received them from the cashier, who had resigned and placed them in the hands of another then elected, and also for the action of the committee and cashier as relates to the allegations charging the release of the mortgages and security of John L. Chapman. Your respondent states that he was not present when the resolution passed, knows nothing about of his own knowledge, has not consented thereto, and claims to be released from all representations thereunto; he would further state that he was not present at the meeting of the board of directors on the 23d of February, 1843, at which time the resolution was

passed authorizing the taking certificates of stock in payment of debts, as charged in complainants' bill, and that he has uniformly been opposed to the same, and protests from being held personally responsible for their passage, or any participation in the same. In conclusion, your respondent would further state that all the resolutions appearing on the directors' journal of the 14th February, 1843, at which time your respondent was acting president pro tempore, have *have* not been signed by him as president, in consequence of their not having been placed upon the journal and read to the board before its adjournment; that he refused to sign them before the complainants' injunction, has uniformly refused to sign them since, did not vote for them, has never indorsed the bank, or himself been responsible for the same. Your respondents would further state, that prior to complainants' bill having filed an injunction herein granted, that a resolution was introduced by him, and unanimously elected by the bank of directors, authorizing the cashier of the bank to transfer to the agent of Brown Brothers & Co., viz., Mr. Robert Cochran, then present, of the bills, notes, or assets of the bank in his possession, with the consent of the drawers of the paper so transferred, together with fifteen per centum none of its assets, to indemnify said Brown Brothers & Co. from loss on the same, and that said Cochran, agent, &c., did not refuse the offer in liquidation of Brown Brothers & Co.'s claim, but said he would go down and consult his friends on the subject, and let us know in eight or ten days; but the next we knew of him he was back, with his counsellor and injunction; and your respondent would further state that said resolution has never been rescinded, but is still in full force. Your respondent would further beg leave to refer to the answers of the Bank of Mississippi in its corporate capacity, and others, for his answer on all points not specifically answered. He further denies all fraud or confederation charged in complainant's bill, and allegations not denied or explained, and prays to be dismissed with his costs.

F. G. TURNBULL.
MONTGOMERY & BOYD,
Solicitors for Defendants.

The above-named F. G. Turnbull, being duly sworn, says that so much of the foregoing answer as he states from his own knowledge is true, and what he has stated from the knowledge or information of others, he believes to be true.

F. G. TURNBULL.

Sworn and subscribed before me, June 7th, 1843.

R. L. DIXON,
Clerk.

State of Mississippi.

I, Robert Hughes, clerk of the Superior Court of Chancery of the State of Mississippi, do hereby certify that the foregoing is a

true copy of the answer of F. G. Turnbull to bill of complaint of Brown Brothers & Co. against the Bank of Mississippi, as now appears on file in my office.

In testimony whereof I have hereunto subscribed my name, and have affixed the seal of said court hereto, this 7th day of March, 1845.

ROBERT HUGHES,
Clerk.
By W. W. YERBY,
Deputy Clerk.

On the 7th day of April, A.D. 1857, the following agreement of counsel was filed in the Superior Court of Chancery, to wit:

In the Circuit Court of Washington county, March Term, 1850.

THE STATE OF MISSISSIPPI
v.
THE BANK OF MISSISSIPPI.

The attorneys of the plaintiff admit the authenticity of the letters dated Executive Department, city of Jackson, April 20th, 1840, signed A. G. McNutt, late governor of Mississippi, addressed to H. Moseley, Esq., cashier of the Bank of Mississippi, Princeton, Miss. They also admit said letter, and the book entitled "directors' journal," which purports to contain the proceedings of the board of directors of the Bank of Mississippi, to be now in the possession of Charles A. Lacoste, receiver, appointed by the honorable Chancery Court of Mississippi to take possession of assets and a papers of said bank, as a part of said assets and papers.

C. E. HOOKER,
District Attorney for Third Judicial
of the State of Mississippi.
L. SAUNDERS, JR.

Quo Warranto.

THE STATE OF MISSISSIPPI
v.
THE BANK OF MISSISSIPPI.

A. F. Smith states that the books in the possession of Charles A. Lacoste, receiver in chancery, in the case of Brown Brothers & Co., *v.* the Bank of Mississippi, purporting to be the minutes or record of the proceedings of said bank, marked "A.," with the signature of said Smith on the first blank page thereof, is the true record of the proceedings of said bank, he, said Smith, was attorney of said bank, and for a time continued thereof, but he cannot state whether the entries in said book are true and correct, except those made by himself, are correctly made, and that an entry made on the fourth of March, 1846, stating that an amendment of the charter of said bank, approved 21st February, 1840, was accepted by the directory, in the handwriting of H. Moseley, cashier, and is regarded by him

and Andrew Knox, as president, and said Knox was then president of said bank, and said Moseley, cashier thereof, said states that he is well acquainted with the handwriting of said Knox and *and* Moseley.

A. F. SMITH.

State of Mississippi, Washington County.

Personally appeared before Charles L. Robards, Esq., a justice of the peace, in and for said county, the above named A. F. Smith, who duly sworn, acknowledged that the foregoing instrument, signed by him, is true, to the best of his knowledge and belief.

A. F. SMITH.

Sworn to and subscribed before me, this 4th day of Nov., A.D. 1850.

CHAS. L. ROBARDS,
J. P.

I agree that the above statements of A. F. Smith may be read as evidence, on the trial of the case to which it relates, if Mr. Smith should not be present at the trial, provided L. Saunders, assistant counsel, consents to the same.

C. E. HOOKER,
Dist. Attorney for 3d Judicial District of the State of Mississippi.
L. SAUNDERS, Jr.,
Attorney.

November 5th, 1850.

"*Opinion, filed April 7th*, 1857."

January Term, 1849.

THE STATE OF MISSISSIPPI
v.
THE BANK OF MISSISSIPPI.

Opinion.

Justice Clayton delivered the opinion of the court. There was a quo warranto against the, great many points has been made in regard to the proceedings in the court, believe which it seems unnecessary to notice. The defendants pleaded their charter in bar of the information; the State replied, that the *bank* had issued a large number of notes, was insolvent, and had wholly failed to redeem its notes in specie upon presentment and demand made at its counter. To this replication there was a demurrer, which was sustained by the court; a judgment given against the State. Hence this appeal. We have decided a failure to pay its notes upon presentment by a bank is a good ground of judgment of forfeiture against it. Planters'

Bank *v.* The State, 7 S. & Mar. 163. We have no doubt of the correctness of that decision. The court below therefore erred in its judgment, and for this reason the cause must be remanded upon a motion made to dissolve the injunction in Circuit Court. Evidence was offered to show that the bank had accepted the provision of the act of 1840, in regard to the Bank of this State, and had made a surrender of its charter in accordance with those provisions; if this had been true in fact and had been properly pleaded it would be a bar to this proceeding. If the charter has been surrendered, and the bank has gone into liquidation under that bank, nothing is left under which the quo warranto can operate. But there is no proper plea of this fact; the proof offered was parole. The witness himself stated that the acts of the directors were put upon the books of the bank; the books therefore should have been *produced*, even if the plea had been filed. Judgment reversed, and cause remanded for further proceedings. *Not to be reported.*

The State of Mississippi, High Court of Errors and Appeals.

I, Wilson Hemingway, clerk of said court, in and for the State aforesaid, do hereby certify that the foregoing contains a true and perfect copy of the opinion of said court, delivered at the January term thereof, A. D. 1849, in the case of the State of Mississippi *v.* The Bank of Mississippi, as the same remains of record in my office.

Witness my hand and official seal, at Jackson, this 21st day of [L. S.] March, A. D. 1849.

WILSON HEMINGWAY,
Clerk.

By JOSEPHUS DOTSON,
Deputy Clerk.

On the 7th day of April, A. D. 1857, the following affidavit of Charles A. Lacoste, receiver in said cause, was filed, to wit:

Superior Court of Chancery of Mississippi.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

Charles A. Lacoste, receiver in this cause, being duly sworn, states on oath that in the year 1843, before the injunction was served on said Bank of Mississippi, or its officers, there was an informal settlement made between them and John G. Cocks, of certain liabilities of said Cox to said bank; in the package of settlements with Willoughby, cashier, which deponent has returned into court just as he received it from said Willoughby, cashier, in 1844, will be found what purports to be a copy of said settlement with Cocks; the notes or

obligations of said Cocks embraced in said settlement, or the most of them, were delivered up to him by said Willoughby, cashier, and yet no entries were made of the transactions, or of those of the same nature with other parties, in the books of the bank. Hence the large deficit of the assets of the banks which deponent reported to this honorable court in December, 1844, the notes of Cocks and others embraced in his said settlement with Willoughby, cashier, were called for by the books of the bank, but Willoughby had them not when deponent made his demand upon him, and they were consequently not delivered up to deponent, nor has he ever had them in his possession. The complainants in this cause having instituted, or being about to institute proceedings in chancery with a view to set aside said settlement with Willoughby, cashier, on the ground of irregularity, or want of consideration, &c., an arrangement was entered into between said John G. Cocks and Robert Cochran, agent of Brown Brothers & Co., the complainants, to the following effect. To the best of deponent's knowledge or recollection, said Cocks paid or contracted to pay to said Cochran, agent, ten thousand dollars, or thereabouts, in consideration of a pledge and undertaking on the part of the latter to hold said Cocks harmless, on account of any and all his liabilities whatsoever to the bank. In pursuance of this agreement or contract, said Cochran, agent, on about the 11th of February, 1850, settled with deponent as receiver, a note drawn by Alfred Cox, John G. Cocks and others, for $2000, due on the 1st Jan., 1850, which note was not included in the said settlement between said Cocks on said Willoughby, cashier, and which had been handed over to deponent, as receiver, by said Willoughby, cashier, as part of the assets of the said bank. Deponent received from said Cochran, as an equivalent for said $2000, the receipt of said Cochran, agent, for $3617 77, an account of the judgment at law of complainants against said bank, which last amount included the principal and interest due then on said note, *said note* is so reported paid to or settled with deponent in his late report to this honorable court of March, 1857, and said receipt of Cochran, agent, will be found on one of the items in voucher D. to Exhibit No. 2, to said report last named. Deponent was not a party to said agreement or contract between said Cocks and Cochran, agent, nor was he consulted on the subject. Deponent believes said agreement was reduced to writing, and mutually signed and exchanged by and between the parties, and further, that it was by said Cochran, agent, submitted to the late John I. Guion, attorney of complainants, and by him approved and recommended as advisable. Deponent did not receive the said sum of $10,000, agreed to be paid by Cocks to Cochran, agent, or any part of it, from either of them or any other person, nor any part or parcel of the assets of the bank that had come into deponent's hands as receiver, surrendered or given up by deponent, under or in consequence of said agreement between Cocks or Cochran, agent. None of the notes or obli-

gations of said Cocks, which were included in his said settlement with Willoughby, cashier, ever came into deponent's possession, as he has already stated; for the $2000 note of A. Cocks and J. G. Cocks et al., referred to above, deponent received a distinct and specific, and, as he thought, a full consideration and equivalent in the receipt of said Cochran, agent, for $3617 77, mentioned above.

C. A. LACOSTE.

Sworn to and subscribed before me, this 8th May, A.D. 1857.

CHAS. SCOTT,
Chancellor.

On the 7th day of May, 1857, the following exceptions to the report of C. A. Lacoste were filed in the Superior Court of Chancery, to wit:

Superior Court of Chancery, State of Mississippi.

BROWN BROTHERS & Co. } No. 2873.
v.
BANK OF MISSISSIPPI. }

Defendant, the said Bank of Mississippi, excepts to the report of Charles A. Lacoste, receiver, filed herein, on the 7th day of April, 1857, for the following reasons, to wit:

1st. Because said Lacoste has *no* returned into court, as he was required to do, the notes, bills receivable, and other choses in action, belonging to said bank, which came into his hands as receiver, denominated "long loans," referred to in exhibit marked M., with his report, and which, as alleged in said report, as never collected or settled by him.

2d. Because he has not returned into court the mortgages given to secure the payment of said notes referred to in Exhibit M.

3d. Because he has not returned into court the notes or other choses in action, numbered 1, 2, and 3, of claims called "suspended debt," referred to in exhibit marked W., filed with said report.

4th. Because he does not set forth or show the manner in which he settled with the several debtors referred to in the statement filed with said report, marked L.; whether they were paid to him in the notes or liabilities of the bank, or settled otherwise. He does not show what amount he received in the notes or liabilities of the bank, or in what way other than in the notes and liabilities said debts were settled.

5th. Because he had no authority as receiver to compromise or compound the liability of Zenas Preston, and settled with him on the terms mentioned in statement I., filed with said report.

6th. Because he has no authority as receiver to make said settlements with said W. M. Willoughby, nor to deliver to him the notes of said bank.

7th. Because he has not *entered* into court the bill of Robert McCullough and the notes of E. A. Meany, referred to in statement V., accompanying said report.

8th. Because he does not show what amount of the liabilities mentioned in settlement K., filed with his report aforesaid, was paid to him in the notes and liabilities of said bank, and what amount *what amount* was settled otherwise, and in what way.

9th. Because he is not entitled to the credit of $89,763 94, claimed by him in Exhibit No. 2, filed with said report, as settled with Brown Brothers & Co., and others claiming under the judgment of Brown Brothers & Co., against said bank, it being contrary to his duty as receiver to make the settlement and payments therein mentioned.

10th. Because he is not entitled to the credit of $9356 39, claimed by him in Exhibit Z., filed with said report, as salary or compensation for his services as receiver herein.

11th. Because all the settlements and compromises made by him as set forth in said report, except those in which he was paid the full amount due, without authority, and pertaining to his duty as receiver.

12th. Because he does not, in said report, account for the notes of John G. Cocks, nor for the sum of $10,000 paid by said Cocks on account thereof.

13th. Because he does not correctly set forth the manner in which *in which* he made the different settlements referred to in said report, nor what he received from the various debtors, in payment of their respective liabilities in this, to wit: that he received from William H. Johnson his notes, amounting to $106 37, paid by James Brown, and secured by mortgage upon land and slaves; and also in this, to wit: her notes and bills for the sum of $6652 28, payable to James Brown, and secured by mortgage on land.

14th. Because he has not brought into court, as he was required to do, the notes, bills receivable, and which came to his hands as receiver, and remain unsettled, nor the notes, moneys, mortgages, and other *other* securities and things received, or taken in payment or settlement of claims and choses in action, which came to his hands as receiver; and particularly the mortgages taken in payment or settlement of the liabilities of William H. Johnson and Council R. Bass.

15th. Because he has not paid into court the money he received in payment and settlement of the debts due said bank, which came into his hands as receiver for collection.

YERGER & RUCKS, and
T. A. MARSHALL,
For Defendant.

And on the 22d day of October, A.D. 1857, the following order was entered on the minutes of this court, in this cause, to wit:

BROWN BROTHERS & Co.
v.
BANK OF MISSISSIPPI et al.

In this cause it appearing to the court that the original report of Charles A. Lacoste, receiver, &c., which was filed on the 7th of May, 1857, have been lost or mislaid, that the same cannot be found; it is ordered by court, with the consent of counsel for both parties, that a certified copy of said report, made by the clerk of this court on the 2d day of May, 1857, he filed among the papers and records in this cause in place of said original report, and that it be held and treated in all respects as said original report.

And on the 26th day of October, 1857, the following order was entered on the minutes of this court in this cause, to wit:

BROWN BROTHERS & Co.
v.
BANK OF MISSISSIPPI. } 2873.

Ordered, that the exceptions filed herein to the report of C. A. Lacoste, receiver herein, be and the same are hereby sustained, except the exception to the allowance to said receiver, which is hereby overruled; and it is further that said receiver be and he is hereby discharged from the rule for contempt herein; and it is further ordered that this cause be and the same is hereby transferred to the Chancery Court of Washington County, according to the statute in such case made and provided.

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI.

On motion against Charles A. Lacoste, receiver, to bring into court the assets of the bank, and to report, A. F. Smith, a stockholder in said bank, who states, on oath, William Cochran, who resides in the county of Adams, the agent of the complainants, and has in his possession or control a portion of the assets of the Bank of Mississippi, which he has received from the said Charles A. Lacoste, or has collected from some of the debtors of said bank, as this affiant is informed and verily believes, he therefore prays for the process of this court compelling the said William Cochran to appear and show to this honorable court what assets, bonds, bills, notes, and other property of the Bank of Mississippi, he has in his *in his* possession as agent of Brown Brothers & Co., what money he has procured from the debtors of said bank, or has been collected from

them; how much property, assets, bonds, bills, notes, he has secured from the said C. A. Lacoste, receiver, and that he be compelled to make full exhibit of the same to this honorable court.

A. F. SMITH.

Sworn to and subscribed before me this 12th day of November, 1858.

JAMES D. BLINCOE,
Clerk.

On the 12th day of November, A. D. 1858, the following order was entered on the minutes of the Chancery Court of Washington County, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI. } No. 52.

On a motion of defendant, on affidavit, filed for process to issue against William Cochran, agent for complainants, to bring into court the assets of defendants in his possession or control, and also such assets as may have received from C. A. Lacoste as receiver, or any other person, and now in his possession, and to account for the . It appearing that the presiding judge having been of counsel in the case, and therefore disqualified from sitting, W. L. Nugent, Esq., an attorney of said court, was designated to sit in the case, and the motion coming on to be heard before the said William L. Nugent, Esq., it is considered, adjudged, and decreed by the court, that a summons issue to the county of Adams, summoning the said Cochran to appear at the next term of this court, and *and* answer and comply with this order.

On the 27th day of November, A. D. 1858, the following subpœna in chancery was issued, to wit:

The State of Mississippi, Chancery Court of Washington County, to wit.

To William Cochran, greeting:

For certain causes offered to us in our Chancery Court of Washington County, we command and strictly enjoin you that, laying all other matters aside, and notwithstanding any excuse, you personally appear at a Chancery Court to be holden at the court-room in the town of Greenville, on the second Monday in May next, and to bring into court with you the assets of the Bank of Mississippi in your possession or control, and also such other assets you may have received from C. A. Lacoste, receiver of said bank, or any other person, and now in your possession or control, and to account for the

same, and this you shall in no wise omit under the penalty of one hundred dollars, as well as the consequences that may fall thereon.

Given under my hand and the seal of said court this 27th day of November, A. D. 1858. [L. S.]

To the sheriff of Adams County to execute and return.

JAMES D. BLINCOE,
Clerk.

Sheriff's Return.

Executed personally by copy, January 18th, 1859.

O. METCALFE,
Sheriff.
By JAS. A. STEELE,
D. S.

On the 23d November, A.D. 1859, the following order was entered on the minutes of the Chancery Court of Washington County, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI and others.

Be it remembered, that on the motion of the defendant herein to confirm the exception to the receiver's report, heretofore sustained, and to appoint a commissioner to report the amount of moneys, debts, assets, and liabilities, in the hands of the receiver, and not reported or delivered, being called, and his honor, J. S. Yerger, the presiding judge of this court, being disqualified to sit therein and try the same, the names of four members of the bar who were disinterested were designated, according to the statute; and upon drawing the four said names, Richard S. Buck, Esq., a disinterested member of the bar, was drawn to preside on the trial of said motion; and thereupon the said motion of defendants to confirm the exceptions to the receiver's report, heretofore sustained, and to appoint a commissioner to report the amount of moneys, debts, assets, and liabilities, in the hands of the receiver, and not surrendered, or not delivered, came on to be heard before Richard S. Buck, Esq., designated as aforesaid to try the same; and the court being now sufficiently advised of and concerning the premises, doth order, adjudge, and decree, that said exceptions, heretofore herein allowed, be confirmed, and that said exceptions be in all things sustained, except so much and such parts of the same as except to the allowance of nine thousand three hundred and fifty-six dollars and thirty-nine cents to the *to the* said receiver, as a compensation for his services herein, which is allowed, and the court doth order, adjudge, and *and* decree, that William L. Nugent, Esq., a commissioner of this court, take and state an account, and report the amount of

moneys said Lacoste, the receiver herein, has received as such receiver, and that remains now in his hands unaccounted for, with the entries thereon, allowing him a credit for the sum of nine thousand three hundred and fifty-six and thirty-nine cents, for his compensation as such receiver herein; and also that he state an account of the amounts, with interest thereon, of all the debts, claims, assets, and liabilities remaining in the hands of said receiver unaccounted for and not delivered up under the decree herein, and state in said report the particular debts, assets, and liabilities of said Bank of Mississippi which yet remain in the hands of said Lacoste, receiver, and not delivered up and surrendered under the previous order herein, with interest thereon; that said commissioner make and state his report herein upon the report of said Lacoste, receiver, &c., and the exceptions thereto sustained; and that he report herein with all convenient dispatch.

Ordered, adjudged, and decreed, this 23d day of November, A.D. 1859.

J. S. YERGER,
Judge, &c.

And on the 24th day of November, A.D. 1859, the following order was entered on the minutes of the Chancery Court of Washington County, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI and others.

On a motion for an attachment against William Cochran, as agent of plaintiffs, be it remembered that this motion coming on to be heard, and his honor, J. S. Yerger, being disqualified to sit, he having been of counsel in the case, and Richard S. Buck, an attorney of said court, being, according to the statute in such case made and provided, duly selected to preside in this case; it appearing to the satisfaction of the court that, by a former order of this court, it was adjudged and decreed that a summons should issue, summoning the said Cochran, as agent, to appear, and by his answer, show and exhibit and bring into this court the assets of the defendant in his possession or control, and also such assets as he may have received from C. A. Lacoste, as receiver, or from any other person, and now in his possession, and to account for the same; and it appearing to the satisfaction of the court that a summons duly issued, and was executed on the said Cochran, in pursuance to said order and decree, and the said Cochran having failed to obey said summons and the order and decree of this court, it is therefore considered by the court, and ordered, that an attachment issue against the said William Cochran, so as to compel the said Cochran to appear, and answer and comply with the aforesaid decree.

Ordered, adjudged, and decreed, this November 24th, 1859.

J. S. YERGER,
Judge, &c.

And on the 24th day of November, A.D. 1859, William L. Nugent, a commissioner appointed herein, filed his report, to wit:

State of Mississippi, Washington County.

In Chancery, November Term, 1859.

BROWN BROTHERS & Co.
v.
BANK OF MISSISSIPPI and others.

To the honorable the chancellor presiding in said court and cause.

The undersigned, to whom it was referred to state an account of the moneys received by Charles A. Lacoste, the receiver in the above styled cause, &c. &c., begs leave respectfully to report, that he has discharged his duties according to the requisition of the decretal order herein, and taking the said decree, the report of said Lacoste, and the exceptions thereto sustained, as a basis of calculation, he *he* stated an account as required, and hereby reports, that on the 7th day of April, A.D. 1857, the said Lacoste had received, in his fiduciary capacity, and has not since accounted for the same, one hundred and eighteen thousand seven hundred and eighty-five dollars and eighty-seven cents, that allowing the said Lacoste credit as specified in said decretal order, there would be and was on the 7th April, 1857, in his hands $109,429 28, and the amount now in the hands of said receiver unaccounted for, with the interest thereon, is in the aggregate $125,843 85.

Your commissioner would further report, that he has stated an account of the debts, assets, liabilities, &c., remaining in the hands of said receiver, and not delivered up under the Superior Court of Chancery, and that the aggregate amount thereof, with interest, is $223,411$\frac{29}{100}$, made up of the following items, to wit: $107,360$\frac{16}{100}$, long loans, being *being* portion of the first item of the report of said Lacoste; in 2d item to said report $57,448$\frac{88}{100}$, money unaccounted for in report, and being the amount illegally surrendered by Lacoste in his compromise of sundry "long loans;" $3292, "loans in suspense" unaccounted for, being 3d item in said report; $23,812, notes and bills, being item fourth to said report, being illegally surrendered on compromise; your commissioner would further report that he has calculated interest upon the above items (which added to the principal) for a period of time entirely too short, but that he has been unable to gather the exact dates from which to calculate interest, and could only infer them from the report of said *said* Lacoste and the other papers furnished him; he would further state, that the other assets referred to in the 7th exception to the report of said

Lacoste, the amount of which he could not discover; that he has faithfully and diligently examined to discharge his whole duty, and has always given in his calculations the benefit of any doubt as to date to the said Lacoste; having fully reported, he prays that his report be ratified, approved, and confirmed, all of which is respectfully submitted.

WM. L. NUGENT,
Commissioner.

And on the 25th day of November, A.D. 1859, the following order was entered on the minutes of said court, to wit:

BROWN BROTHERS & Co.
v.
THE BANK OF MISSISSIPPI and others.

Be it remembered, that on the motion of the defendants to confirm the report of the commissioner, W. L. Nugent, filed herein, coming on to be heard before Richard S. Buck, an attorney of this court who was selected according to law to try the above stated case, and no exceptions having been made or taken to said report. It is ordered, adjudged, and decreed, that the said report be, and the same is hereby in all things confirmed, and it is further ordered, adjudged, and decreed, that said C. A. Lacoste, receiver, pay forthwith into court the sum of one hundred and twenty-five thousand eight hundred and forty-three dollars and eighty-five cents ($\$125,843\frac{85}{100}$), the amount of money in his hands as receiver unaccounted for, and also the further sum of two hundred and twenty-three thousand four *four* hundred and eleven dollars and twenty-nine cents ($\$227,411\frac{29}{100}$), it being the amount of bonds, bills, assets, &c., which came to his hands as receiver, and are unaccounted for by the said Lacoste as receiver, as appears by said commissioner's report, amounting in all to the sum of three hundred and forty-nine thousand two hundred and fifty-five dollars and fourteen cents ($\$349,259\frac{14}{100}$).

It is ordered, adjudged, and decreed, that said Lacoste pay forthwith into the court the said last-mentioned sum of $\$349,259\frac{14}{100}$. And it appearing to the satisfaction of the court that said Lacoste has failed to pay said several sums of money into court, it is ordered, adjudged, and decreed, that a scire facias issue on receiver's bond of the said Lacoste against the said Lacoste, his securities, or either of them, according to the statute in such case made and provided.

Ordered, adjudged, and decreed this 25th day of November, 1859.

J. S. YERGER,
Judge, &c.

State of Mississippi, Washington County, *sct.*

I, William A. Haycraft, clerk of the Chancery Court of Washington County, State aforesaid, do certify that the foregoing three hundred pages, to which this certificate is attached, numbered from 1 to 300 inclusive, contain a true, full, and perfect copy of the record and proceedings in the case No. 52 of Brown Brothers & Co. against the Bank of Mississippi and others, as the same appears of record and on file in my office.

Given under my hand and seal of said court, at office, [L. S.] in the town of Greenville, on the first day of May, A.D. 1860.

W. A. HAYCRAFT,
Clerk.

State of Mississippi, Washington County, *ss.*

I, Jacob S. Yerger, judge of the third judicial district of the State of Mississippi, which district includes the county of Washington, and sole presiding judge of the Circuit and Chancery Courts of said county of Washington, do certify that William A. Haycraft, whose certificate, under the seal of the Chancery Court of Washington County, concludes the preceding transcript, was at the date thereof and is now the clerk of said Chancery Court of Washington County, duly elected and qualified, and that his said certificate and attestation has his genuine signature, is under the seal of said Court of Chancery in due form of law, and is entitled to full faith and credit.

Given under my hand and seal, this second day of May, A.D. 1860.

[SEAL.] J. S. YERGER,
Judge, &c.

And afterwards, to wit, on the 25th day of May, A.D. 1860, the following entry was made upon the minutes of this court in this cause, in the words and figures, to wit.

No. 2. Chancery Issues.

JAMES BROWN
v. } 258.
EUGENIA P. BASS.

"Argued and submitted on final hearing."

And afterwards, to wit, at the May term, A.D. 1860, of the court aforesaid, the following final decree was enrolled upon the minutes of said court, in the within entitled cause, in the words and figures to wit.

United States Circuit Court, in Chancery, May Term, 1860.

JAMES BROWN
v.
EUGENIA P. BASS.

Be it remembered, that this cause coming on for final hearing, upon the bill, answer, exhibits, and proofs, and the court being sufficiently advised of and concerning the premises, is of opinion that complainant is not entitled to any relief against defendant. It is now, therefore, ordered, adjudged, and decreed, that complainants' bill, and the same is hereby dismissed.

And it is further ordered and decreed, that complainants pay the costs of this case to be taxed, and that execution issue therefore.

Signed, SAMUEL J. GHOLSON.

May 29th, 1860.

From which decision the complainants pray an appeal to the Supreme Court of the United States, which is granted upon his entering into bond with Armstead Burwell and Josiah Winchester, securities thereon, in the penal sum of one thousand dollars, conditioned according to law.

Appeal bond filed and approved.

"Power of Attorney to W. H. Brown."

Know all men by these presents, that I, Josiah Winchester, of the county of Adams, and State of Mississippi, do by these presents nominate, constitute, and appoint, William H. Brown, my true and lawful attorney, for me and in my name, place, and stead, to sign, seal, and execute such bond or bonds, as may be required for prosecuting an appeal from the final decree rendered in the case of James Brown *v.* E. P. Bass, in the Circuit Court of the United States for the Southern District of Mississippi, giving my said attorney full power and authority to do and perform all such acts and matters as it may be necessary to perfect the appeal, in as ample a manner as I could do if personally present. Hereby ratifying all my said attorney may do herein.

In witness whereof, I, Josiah Winchester, do hereunto set my hand and seal, this 29th day of May, A.D. 1860.

JOSIAH WINCHESTER. [SEAL.]
A. BURWELL. [SEAL.]

Appeal Bond.

United States of America, Southern District of Mississippi, *sct.*

Know all men by these presents, that we, James Brown, Josiah Winchester, and Armistead Burwell, are held and firmly bound unto Eugenia P. Bass, in the just and full sum of one thousand dollars, to be paid to the said Eugenia P. Bass, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 29th day of May, A.D. 1860.

The condition of this obligation is such, that whereas, at the May term, A.D. 1860, of the Circuit Court of the United States for the Southern District of Mississippi, held at the city of Jackson, in said district, a final decree was rendered by said court, sitting in chancery, in favor of the said Eugenia P. Bass, against the said James Brown, dismissing the bill of complaint filed by said James Brown, against the said Eugenia P. Bass, with costs of suit; and whereas, the said James Brown has prayed for and obtained an appeal therefrom, to the Supreme Court of the United States, which appeal is granted upon his executing this bond, with the above named Josiah Winchester, and A. Burwell, his sureties herein. Now, if the said James Brown shall prosecute his said appeal with effect, and shall well and truly satisfy the amount of said decree and all such costs as the Supreme Court of the United States shall adjudge in the premises, if he the said James Brown shall fail to make his plea good, then and in that case this obligation to be void, otherwise to remain in full force and virtue.

JAMES BROWN, [SEAL.]
Per A. BURWELL,
Attorney.
A. BURWELL, [SEAL.]
JOSIAH WINCHESTER, [SEAL.]
Per W. H. Brown, attorney in fact.

United States of America, Southern District of Mississippi.
Circuit Court, U. S.

I, William H. Brown, clerk of said Circuit Court, do hereby that the foregoing four hundred and thirty pages contain a full, true, and complete transcript of the record of the decree (final) between the parties therein named, with the appeal therefrom, together with a true and correct copy of the appeal bond filed and approved therein, as the same remain of record and on file in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Jackson, this 17th day [SEAL.] of November, A.D. 1860, and of the independence of the United States, the 28th.

W. H. BROWN,
Clerk.

United States of America, Southern District of Mississippi.
Circuit Court United States.

I, Saml. J. Gholson, presiding Judge of said Circuit Court, do hereby certify that William H. Brown, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, clerk of said court *court*, and that his attestation is in due form of law.

Given under my hand and seal, this 20th day of November, A.D. 1860.

S. J. GHOLSON. [SEAL.]

Supreme Court of the United States.

JAMES BROWN, APPELLANT,

vs.

EUGENIA P. BASS.

This is an appeal from the circuit court for the southern district of Mississippi.

In that court, in 1855, the appellant filed a bill to foreclose a mortgage executed by the defendant to secure the payment of two promissory notes, given by herself and her husband, Council R. Bass, since deceased, payable to the order of the complainant, for $1,708 38 and $1,798 86 respectively, which notes, being overdue, were exhibited with the bill.

The answer admits that the mortgage and notes were given, as set forth in the bill, and are unpaid; but it sets up in defence, in substance:

That there was a failure of consideration, and that the notes belonged not to the complainant, but to the "Bank of Mississippi."

The Case.

In the year 1840, Council R. Bass, the husband of this defendant, being indebted to the Bank of Mississippi, gave his notes for the debt, secured by mortgage of his lands in Washington county, Mississippi. Subsequently (*when* does not appear) the equity of redemption was sold, and purchased by his wife, the defendant in this suit. (Rec., p. 5.)

In 1843, Brown, Brothers & Co., for themselves and other creditors, filed a creditor's bill against the Bank of Mississippi in the superior court of chancery, and Charles A. Lacoste was appointed receiver of said bank, with authority to sue for and recover debts due to the bank; and, among others, he brought suit against C. R. Bass upon his said notes, and to foreclose the mortgage. As this suit endangered Mrs. Bass's title, she desired to purchase the said

mortgage debt, and Lacoste sold the notes and mortgage to her, receiving therefor a draft and three notes, signed by herself and husband in favor of the appellant, who was a member of the firm of Brown, Brothers & Co., and acting for them. The draft and notes were either given directly by the defendant, or were passed by Lacoste, to the payees. What Lacoste received for delivering up the notes, &c., of Bass was a credit on the debt of the bank, to the nominal amount of the securities so surrendered. (Rec., pp. 5, 9, 274.)

The transaction, then, in effect, was this: Lacoste, as receiver of the Bank of Mississippi, and having undoubted authority so to do, was prosecuting a suit to foreclose a mortgage upon the land of the defendant, for the benefit of the bank.

The bank, at the same time, was indebted to Brown, Brothers & Co., to satisfy which debt the proceeding in which Lacoste was appointed receiver was prosecuted.

The defendant being desirous to purchase the mortgage, then in suit, entered into an arrangement with Lacoste and Brown, Brothers & Co., whereby Lacoste, in consideration that Brown, Brothers & Co. would credit the judgment they held with the full nominal value of the mortgage debt, transferred the said debt to the defendant; and she, in consideration of the mortgage debt so transferred to her by Lacoste, gave Brown, Brothers & Co. the notes and mortgage which are now sued on.

The defence to the suit on these notes is that Lacoste had no authority to sell and assign the notes and mortgage of C. R. Bass, but only to collect the debt, and, consequently, that the defendant acquired no title to them under the sale. And again, that the notes and mortgage, under the circumstances, became the property, not of the payee, the appellant here, but of the Bank of Mississippi.

The facts relied on to establish this defence appear in the record of the said case of Brown, Brothers & Co. *vs.* the Bank of Mississippi, in the superior court of chancery of Mississippi, which has been offered in evidence by the defendant in this cause, and they are as follows:

In June, 1843, Brown, Brothers & Co. filed a creditor's bill against the Bank of Mississippi, alleging that they were the largest and almost the only creditors of the bank, that the bank was insolvent, and that the directors were wasting the assets; and they prayed an injunction to restrain the directors and the appointment of a receiver to collect, keep,

and manage the assets of the bank, &c., and for general relief. (Rec., pp. 17, 25.)

In October, 1843, they also commenced an action at law before the circuit court of Washington county, and at May term, 1844, recovered a judgment for $159,370 49. (Rec., p. 126.) This they set forth in a supplemental bill, filed June 4, 1844. (Rec., p. 146.)

On the 13th of June, 1844, Lacoste was appointed receiver, with authority to collect assets and sue for and recover debts due the bank. (Rec., pp. 87, 149.) He proceeded to take possession of the assets of the bank and to institute suits against delinquent debtors. He also compromised with some debtors at a heavy sacrifice, taking in many cases new securities for less than was due; and as fast as he realized funds or disposable securities, he applied them to the satisfaction of debts due by the bank, especially the debt of Brown, Brothers & Co., which constituted nearly, if not quite, three-fourths the whole indebtedness of the bank. These compromises involved no loss to the bank, as the demands so released were charged to and accepted by Brown, Brothers & Co. at their full nominal value, (Rec., pp. 274–5–6,) they being satisfied to receive the net proceeds of such compromises, whatever they might be; for, in the condition of affairs in Mississippi, as reported by the receiver, "collections by law were wholly impossible." (Rec., pp. 275–277.)

The debt of C. R. Bass to the bank is stated at $8,083 74, principal, (Rec., p. 71 et seq.,) for which the bank held his notes with two endorsers, and a mortgage on certain land. This debt and, it is not impossible, a large arrearage of interest he compromised for $6,652 58, taking the notes of Mr. and Mrs. Bass and a mortgage on the same land, (Rec., p. 5;) so that the result of the transaction seems to have been the relinquishment of nearly twenty per cent. of the principal and the release of two sureties, in consideration of Mrs. Bass's signing the notes.

The receiver from time to time made reports of his proceedings, and stated expressly that he was applying his collections to pay the debt of Brown, Brothers & Co; and no exceptions appear to have been taken to his reports, while, on the other hand, credit was given him for his services and expenses. (See his reports of June 7, 1845, Rec., p. 192, November 29, 1845, Rec., p. 194, and June 22, 1847, Rec., p. 233; also petition of November 23, 1846, Rec., p. 225.)

The year after this transaction, *i. e.* in December, 1852,

three of the defendants to the creditor's bill—being directors of the bank, (Rec., p. 25)—who had not yet answered, filed a demurrer, demurring to the jurisdiction of the court and to the equity of the complainants' bill. (Rec., p. 260.) In 1855, the court gave judgment sustaining the demurrer and dismissing the complainants' bill, but retaining the cause in court for the purpose of enforcing the settlement of the receiver's accounts, (Rec., p. 263,) and on appeal to the Court of Errors and Appeals, the decree was affirmed, October 3, 1856. (Rec., p. 265.) In December, 1856, the receiver was ordered to report by a day certain, and to pay into court all moneys received, all bills, notes, &c., received by him as receiver, and all notes, "bonds, bills payable, choses in action, and securities of every kind that he may have taken or received by way of substitution or in payment or compromise of any of the debts, notes, choses in action, or securities of any kind which came into his hands as receiver." (Rec., p. 266.)

His report was made in April, 1857. (Rec., p. 269.) In it he reported his compromises with debtors of the bank, and his payments to Brown, Brothers & Co., and craved credit for his compensation and expenses, and for the payments so made to them. (Rec., pp. 273–4.)

To this report, in May, 1857, the bank excepted (Rec., p. 335,) on the grounds among others that he had no authority to make compromises involving loss, (No. 11,) or make any payments to Brown, Brothers & Co., (No. 9,) and that *he had not brought into court the securities and things received in payment or settlement of claims or which came into his hands as receiver, and particularly, the mortgages taken in payment or settlement of the liabilities of W. H. Johnson and Council R. Bass.* (No. 14.)

The exceptions were sustained in October, 1857, (Rec., p. 337,) and at the same time it was ordered that the cause be "transferred to the chancery court of Washington county, according to the statute in such case made and provided."

In November, 1859, in the chancery court of Washington county, the exceptions were confirmed, and a commissioner appointed to state the account of the receiver. (Rec., p. 339.)

On the 24th of November, 1859, the commissioner reported, charging him with the moneys received, and with the full amount of all bills, notes, &c., which went into his hands, including the amount surrendered on compromise, &c., &c., and denying him credit for any of his payments to Brown, Brothers & Co., and other creditors, and exhibiting a balance against him, including interest of $349,259 14,

(Rec., p. 341,) for which a decree was entered against him, and *scire facias* issued against his securities, (Rec., p. 342,) who were Brown, Brothers & Co., and two others. (Rec., p. 149.)

Upon these facts, the defendant contends that she derived from the transfer to her from Lacoste no title whatever to Council R. Bass's debt, that the transaction was illegal, utterly void, and if not void, then the notes sued on are not the property of the complainant, but of the Bank of Mississippi. (Her answer, Rec., p. 9.)

Points for Appellant.

1. *The want of authority in Lacoste to assign or release the mortgage debt, is no defence to this suit.*

The consideration for the notes now sued on, was the transfer to the defendant of the notes and mortgage, in the manner in which that transfer was actually made. The defendant obtained possession of them, and thereby the control of the suit which endangered her property. Her object has been attained, and it does not appear that she has suffered or is at all likely to suffer from the supposed insufficiency of Lacoste's authority. She holds the securities given her in consideration for the notes, has never offered to give them back, and does not now propose to do so. In this state of facts the defendant is not in a condition to set up the want of authority in Lacoste as a defence to this suit. (Orchard *vs.* Hughes, 1 Wallace, p. 73.)

2. *But the defendant in fact acquired a good title to the mortgage debt.*

Lacoste, as has been stated, reported to the court that he had compromised debts, or taken new securities for the debts so settled, and the court ordered him to bring unto court the things received in payment or compromise, &c. This order necessarily implies a ratification of the settlements so made. The court could not have intended to hold Lacoste responsible both for the securities he had parted with and those he had obtained in exchange. It made its election, ratified his sales, and held him accountable for the proceeds.

But if not in this way, yet in another, the sale of the mortgage debt by Lacoste has been ratified by the court. An order being passed in effect requiring Lacoste to bring into court all assets of the bank not disposed of, if Bass's mortgage debt was not legally disposed of, it fell within that

order, and when Lacoste failed to bring it in, the bank obtained a decree against him and his sureties for its nominal amount. This was a ratification of the sale by him of the securities in question, as on no other ground could the decree have proceeded.

3. *The decree dismissing the bill is not conclusive as to Lacoste's want of authority to dispose of the mortgage debt, as seems to be assumed in the answer.*

The court, by the decree, determined that it had not jurisdiction to grant the relief prayed for, but not that it had not jurisdiction of the parties or of the subject. On the contrary, the court afterwards asserted its jurisdiction over the property by ordering one or more payments out of the fund, and over Lacoste by several orders and decrees against him. If the court was without jurisdiction in the premises, it could have made no such decree or order.

The report of the case in the court of errors and appeals, (Brown, &c. *vs.* Bank of Mississippi, 31 Mississippi Reports, 2d George, p. 454,) shows the ground of dismissal to have been that the bill was filed before the judgment was obtained, and that the defect was not cured by the supplemental bill.

4. The answer also sets up that the notes now sued on are the property of the Bank of Mississippi, and not of the complainant; and the ground of this defence seems to be that Lacoste was ordered to bring these notes into court. But Lacoste was ordered to bring into court the new securities received by him for others surrendered; not to bring in these notes specifically. Now, in fact, these notes were not such securities. What Lacoste obtained for the securities delivered up by him was not Mrs. Bass's notes for $6,652 58, but Brown, Brothers & Co.'s release for $8,083 74, or whatever was the nominal value of said securities. He brought that release into court and asked credit for its amount. There is no evidence that these notes were even for a moment in the possession of the bank, or even of Lacoste; or that the bank or Lacoste would have accepted them as the consideration for the mortgage debt. On the contrary, the fact is that Lacoste required and received, not these notes, but Brown, Brothers & Co.'s release for a much larger sum.

5. *But if all the proceedings in chancery were void for want of jurisdiction in the court, still the defendant has no good and equitable defence to this suit.*

By a resolution of the board of directors of the bank

passed in February, 1843, the cashier of the bank was authorized to transfer to Brown, Brothers & Co., with the consent of the debtors any of the bills receivable of the bank in payment of their debt. (Rec., p. 222.) The arrangement made between this defendant and the bank and Brown, Brothers & Co., was just what the bank had authorized before the chancery proceeding was begun, and the authority then given does not appear to have been ever revoked. The bank having already received double value for the transfer: first, in a credit on the judgment against it, and second, in a decree against Lacoste and sureties, would not be permitted to have satisfaction a third time by recovering the securities themselves, in the face of the arrangement just referred to as authorized by the directors. Thus, in every possible aspect of the case, it is seen that the pretended fears of the defendant are groundless, and that she is as secure of retaining the fruits of her bargain in the future as she has been during the past fifteen years.

Conclusion.

It is submitted that the decree should be reversed.

J. M. CARLISLE,
JNO. D. McPHERSON,
For Appellants.

Supreme Court of the United States.

DECEMBER TERM, 1866.

No. 46.

BROWN *vs.* BASS.

All the material facts of the case, and the questions arising out of them, are correctly stated in the brief of the appellant's counsel. As I could do no more than repeat them, I make no formal brief. Nor will I rely, at the argument, on any other authorities than the two cited in that brief—31 Mississippi Reports, 454, and 1 Wallace, 73.

REVERDY JOHNSON,
for Defendant in Error.